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MORTGAGE LIEN SUBORDINATION AGREEMENT

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, on December 16, 1987, Larry S. Dean and Suzanne

M. Dean (hereinafter referred to as "Mortgagor") did execute in favor of

Central Bank of the South (hereinafter referred to as "Mortgagee") a

mortgage which then and does now constitute a lien as recorded in Real Volume

164, Page 745, in the Office of the Judge of Probate of

Shelby County, Alabama and said property is described as

follows:

Lot 2722, according to the Survey of Riverchase Country Club, 27th Addition, Residential Subdivision as recorded in Map Book 11, Page 56, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to current taxes, easemnts, restrictions, mineral and mining rights and rights of way of record.

WHEREAS, the sum of Thirty Nine Thousand and no/100-----DOLLARS

(\$39,000.00) is still owed on the debt secured by such mortgage; and

WHEREAS, Mortgagor desires to refinance said property through a new term

mortgage in favor of Central Bank of Birmingham (hereinafter referred to as "Central")

and to secure such loan by mortgage lien on the above described property, and desires

that mortgage lien in favor of Mortgagee be subordinated and made junior to a mortgage

lien which Mortgagor desires to effect by executing said mortgage with Central;

WHEREAS, Mortgagee (in consideration of the fact that their mortgage will

be better secured as a second lien on the property) has previously agreed, and are

now willing and desirous of executing such document as is necessary to effect the

subordination of their mortgage lien so as to allow Mortgagor to execute a mortgage

furnishing a valid first lien in favor of and to Central;

NOW THEREFORE, Mortgagee does hereby subordinate his mortgage lien on the

above described land, as established by mortgage, with such mortgage now, by virtue

of this document, hereby being made subordinate and junior to the mortgage executed

by Mortgagor to Central, on Janaury 26, 1988 a copy of which is

attached hereto, to secure an indebtedness of One HUndred Eighty Two Thousand Nine

Hundred and no/100-----DOLLARS (\$182,900.00).

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Central Bank  
of the South  
P.O. # 10566

Be it known, however, that the mortgage in favor of Mortgagee shall in all other respects remain in full force and effect and constitute a first valid lien against the above described property as to all other liens (with the sole exception of the lien created in favor of Central).

Mortgagor and Mortgagee warrant that Mortgagee is the owner of the mortgage.

IN WITNESS WHEREOF, we have hereunto set our signatures and seals this

26th day of January, 1988

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 FEB -3 AM 9:56

*Thomas A. Snowden, Jr.*  
JUDGE OF PROBATE

BY

ITS:

*[Signature]*  
Central Bank of the South

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name is signed to the foregoing instrument, and who is, are known to me, acknowledged before me on this day, that being informed of the contents of the foregoing instrument, \_\_\_\_\_ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

NOTARY PUBLIC

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Jim Ray whose name as Loan Officer of Central Bank of The South, a Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal, this the 1st day of February, 1988.

*[Signature]*  
NOTARY PUBLIC