

SUBORDINATION AGREEMENT

STATE OF ALABAMA
JEFFERSON COUNTY

This Subordination Agreement made as of the __ day of September 1990 by and among COLONIAL BANK (hereinafter referred to as "Second Mortgagee") and FIRST COMMERCIAL MORTGAGE CORPORATION, an Alabama corporation (hereinafter referred to as "Lender")

W I T N E S S E T H

WHEREAS, Second Mortgagee is the holder and owner of that certain mortgage dated September 26, 1990 from Ronald A. Heffner and wife Lillian L. Heffner (referred to as "Borrowers") in favor of Second Mortgagee recorded in Book 313 page 97 Shelby County, Alabama (hereinafter referred to as the "Second Mortgagee Security Instrument") conveying certain real property described as:

Lot 11, according to the Survey of Mountain Oaks Subdivision as recorded in Map Book 10, page 74, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

(hereinafter referred to as the "Property") as security for an original principal indebtedness of \$43,000 and

WHEREAS, Borrowers have applied to Lender for a loan in the sum of \$357,000 to be secured by a Security Instrument conveying the property to Lender as a First Mortgage; and

WHEREAS, Lender has declined to make such a loan unless the second mortgage shall be subordinated to said new loan and the Security Instrument securing same.

NOW THEREFORE, in consideration of the premises hereon, the sum of One and no/100 (\$1.00) Dollars cash in hand paid by Borrowers to Second Mortgagee and in consideration of the consummation of said loan in reliance upon this instrument Second Mortgagee hereby subordinates all right, title or interest under the Second Mortgagee Security Instrument or otherwise, so the Security Instrument to be executed by Borrowers to Lender shall convey title to the property superior to the Second Mortgagee Security Instrument and superior to the indebtedness secured thereby.

This Subordination Agreement shall be binding upon Second Mortgagee, its heirs, successors and assigns, and shall operate to the benefit of the Lender, the heirs, successors and assigns of Lender, and of any purchaser of any foreclosure sale

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thereunder and shall apply with like force and effect to any renewal thereof.

The Second Mortgagee Security Instrument shall remain otherwise in full force and effect, the subordination herein provided being limited in application to the proposed loan herein set forth and the indebtedness secured thereby, or any renewal thereof.

IN WITNESS WHEREOF, Colonial Bank has hereunto set its hand and seal as of the day and year first above written.

COLONIAL BANK

BY:

ITS

James D. Flowers
Vice President

State of Alabama
Jefferson County

I, the undersigned, a Notary Public in and for said county and state hereby certify that James D. Flowers whose name as Vice President of Colonial Bank is signed to the foregoing instrument and who is known to me acknowledged before me this day, that being informed of the contents of this instrument he with full authority, executed the same voluntarily for and as the act of such corporation.

Given under my hand and official seal this the 1st day of October, 1990,

Frank Yaye Oweal
NOTARY PUBLIC

My Commission Expires 10-24-92

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

90 OCT -4 AM 10:57

William A. Shoups, Jr.
JUDGE OF PROBATE

1		
2		
3		3.00
4		3.00
5		
6		1.00
Total		9.00