1597

STATE OF Alabama COUNTY OF Shelby

## SUBORDINATION AGREEMENT

WHEREAS, Stephen W. Bowers, an unmarried man (hereinafter referred to as the "Borrower"), has applied to AmSouth Mortgage Co. Inc. (the "Bank") for a loan of money to be secured by a mortgage on the property hereinafter described; and

WHEREAS, the undersigned have a lien on said property which would in the absence of this agreement be superior to the mortgage to be executed by the Borrower to the Bank; and

WHEREAS, the Bank is unwilling to make the requested loan to the Borrower unless the undersigned subordinate their lien in said property to the mortgage to be executed by the Borrower to the Bank.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, and in order to induce the Bank to make the requested loan to the Borrower, the undersigned hereby agree as follows:

The undersigned hereby subordinate to the mortgage to be executed by the Borrower to the Bank all right, title and interest at law or equity of the undersigned in and to the following described property situated in \_\_\_\_\_\_ Alabama, to-wit:

Lot 3, Sector B, according to the Survey of Book 8 page 167 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

including, without limitation, that certain mortgage recorded in Book 293, Page 171 Probate Records of Shelby County Alabama.

IN WITNESS WHEREOF the undersigned AmSouth Bank, N.A. has caused its Vice President to execute this Subordination Agreement, with full authority for and on behalf of said AmSouth Bank, N.A., this the 1 day of February, 19 91.

AmSouth Bank, N.A.

Its Vice President

Homas & Factor

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STATE OF COUNTY OF I, the undersigned authority, a Notary Public in and for in said State, hereby certify whose name as \_\_\_\_\_ Vice President that \_\_\_\_H. D. Alsobrooks of AmSouth Bank, N.A., is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he as such officer, and with full authority, executed the same voluntarily for and as the act if AmSouth Bank, N.A., on the day the same bears date. Given under my hand and official seal this  $\frac{4\text{th}}{}$  day of <u>February , 19 91.</u> Linda K. Notary Public My Commission Expires:

STATE OF ALA, SHELBY LOS.
I CERTIFY THIS
INSTRUMENT WAS FILE.

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JUDGE OF PROBATE

1 Deed Tax
2 Mrg. Tax
2 Recording
4 Indexing
5 No Tax Fee
6 Cortified Fee

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