

SUBORDINATION AGREEMENT

STATE OF ALABAMA

COUNTY OF Shelby

This Subordination Agreement, made and entered into this the 26th day of November, 1991, by and between Southtrust Bank of Alabama, N. A., as Party of the First Part, and Southern Capital Resources, Inc., as Party of the Second Part.

W I T N E S S E T H

THAT, WHEREAS, Howard C. Wise, Jr. and Emily R. Wise has/have an outstanding lien in favor of Southtrust Bank of Alabama, N. A., dated June 22, 1989 and recorded in the Probate Office of Shelby County, Alabama, in Book 262, pages 72-77 on certain real estate described therein to secure an indebtedness of \$36,000.00, and said lien is in full force and effect; and,

WHEREAS, Howard C. Wise, Jr. and Emily R. Wise has/have made an application to the Party of the Second Part for a loan in the sum of \$135,000.00 and said Party of the Second Part is willing to make said loan to the said Howard C. Wise, Jr. and Emily R. Wise, provided they furnish it with a mortgage on the lands described in the aforesaid lien, and the said Southtrust Bank of Alabama, N. A. subordinate the above described lien and make the same second and subservient to the mortgage of Southern Capital Resources, Inc.; and

WHEREAS, the said Party of the First Part is willing to subordinate its said lien and make the second and subservient to the mortgage of the said Party of the Second Part as an inducement to it to make said loan.

NOW THEREFORE, in consideration of the premises and the further consideration of the sum of \$-0-, cash in hand paid, the Party of the First Part by the Party of the Second Part, the receipt of which is hereby acknowledged, the said Party of the First Part does hereby agree that the lien of Howard C. Wise, Jr. and Emily R. Wise to Southtrust Bank of Alabama, N. A., dated June 22, 1989 and recorded in the Probate Office of Shelby County, Alabama in Book 262, page 72-77, shall be second and subservient to the mortgage of Howard C. Wise, Jr. and Emily R. Wise to Southern Capital Resources, Inc., dated November 26, 1991 and recorded in the Probate Office of Shelby County, Alabama in Volume 378 Page 510 to secure the sum of \$135,000.00, plus interest on the land described therein, and the said lien of the said Southtrust Bank of Alabama, N. A. shall be subordinate to the mortgage of Southern Capital Resources, Inc.

IT IS FURTHER agreed that should Howard C. Wise, Jr. and Emily C. Wise default in his/her/their payments under the terms of the real estate mortgage to Southern Capital Resources, Inc. the said Southern Capital Resources, Inc. agrees to notify Southtrust Bank of Alabama, N.A., P.O. Box 531150, B'Ham, AL 35253 of said default prior to taking legal action.

IN WITNESS WHEREOF, the said Southtrust Bank of Alabama, N.A. has caused his name to be hereunto signed on this the 26th day of November, 1991.

91 DEC 19 AM 8:55 SOUTHTRUST BANK OF ALABAMA, N.A.

BY: David Nolen
JUDGE OF PROBATE

As its: Vice President

1. Deed Tax	\$
2. Mig. Tax	\$
3. Recording Fee	\$2.50
4. Indexing Fee	\$3.00
5. Notary Fee	\$
6. Certified Fee	\$7.00
Total	\$6.50

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said State and County, hereby certify that David Nolen, whose name as Vice President or SOUTHTRUST BANK OF ALABAMA, 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 this conveyance and with full authority as such officer, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal of office this 26th day of November, 1991.

Jon Ellen Nix
Notary Public

My commission expires: Nov 15, 1992

My Commission Expires
Nov. 15, 1992

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Conkey Mowens