STATE OF ALABAMA

COUNTY OF SHELBY

This Agreement made this date by and between AmSouth Bank, N.A., (herein called First Party), and Community Mortgage Corporation, (herein called Second Party).

SUBORDINATION AGREEMENT

Whereas, First Party is the owner and holder of that certain mortgage recorded in Real Book 208, Page 580, in the Probate Office of Shelby County, Alabama, which mortgage encumbers the property described as follows:

Lot 4, according to the Survey of Meadow Brook Estates, First Sector, as recorded in Map Book 7, page 64, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County.

Whereas, Second Party, on January 28, 1992, made a mortgage loan to Frank J. LaRussa and wife, Sonya C. LaRussa in the amount of \$115,000.00 secured by a mortgage on the above property, and;

Whereas, the Second Party will not make the said loan unless the First Party subordinates its mortgage to that mortgage to the Second Party.

Now therefore, in consideration of One Dollar and other good and valuable consideration, the Parties hereto agree as follows:

The First Party, AmSouth Bank, N.A., consents and agrees that the lien of its mortgage recorded in Real Book 208, Page 580, is and shall continue to be, subject and subordinate in lien the lien of the mortgage being made to the Second Party, Community Mortgage Corporation which mortgage is recorded in Volume 38%, Page 124, in the said Probate Office.

Done this 29th day of January , 1992.

AMSOUTH BANK, N.A.

ts: Vice PN14

BOOK 388PAGE 935

Courtney March

STATE OF ALABAMA

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that H.D. Alsobrooks whose name as Vice President of AmSouth Bank, N.A., a corporation, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 29th day of January /

Notary Public

My commission expires: MY COMMISSION EXPIRES OCTOBER 24, 1995

388rae 931

1992.

| 1. Deed Tax | ş |
|---------------------------------------|------|
| Recording Fee Indexing Fee No Tax Fee | 100 |
| b. Certified Fee | 102 |
| Total | 7.00 |

CONTRACTOR WAS FILE.

92 FEB 14 AM 10: 09

JUDGE OF PROBATE