

STATE OF ALABAMA
COUNTY OF SHELBY

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made and entered into this the 24th day of October, 1991, by and between AmSouth Bank, N.A., (hereinafter "AmSouth Bank"), and AmSouth Mortgage Company, Inc. (hereinafter "AmSouth Mortgage").

WITNESSETH THAT, WHEREAS, W. Elis Griswold and wife, Teri B. Griswold, have an outstanding mortgage lien in favor of AmSouth Bank on that certain real property described hereinafter to secure an indebtedness in the amount of \$9,928.00, and said lien is in full force and effect, said real property being more particularly described as follows:

Tract 19, in Chelsea Estates, as recorded in Map Book 5, Page 61, in the Probate Office of Shelby County, Alabama.

and,

WHEREAS, W. Elis Griswold and wife, Teri B. Griswold (hereinafter "Borrower", whether on or more), has/have made an application to AmSouth Mortgage for a loan in the sum of \$ 63,000.00 and AmSouth Mortgage is willing to make said loan to Borrower provided he/she/they furnish it with a mortgage on the lands described in the aforesaid lien, and further provided that AmSouth Bank subordinate the above described lien and make the same second and subservient to the mortgage of AmSouth Mortgage; and ,

WHEREAS, it is the desire and intention of the parties hereto to subordinate the lien, operation and effect of the above described mortgage in favor of AmSouth Bank, for the full balance thereof, to the lien and operation of the aforesaid mortgage of AmSouth Mortgage, in order that last said lien and mortgage shall become a lien of first priority on the real property described hereinabove, and further, that the lien and mortgage in favor of AmSouth Bank shall be, and the same are by these presents made, second, junior and subservient to that lien and mortgage of AmSouth Mortgage in every manner whatsoever.

NOW THEREFORE, in consideration of the premises and the sum of Ten and 00/100 (\$10.00), receipt of which is acknowledged, the undersigned as parties hereto, do hereby agree that the mortgage lien of W. Elis Griswold and wife, Teri B. Griswold to AmSouth Bank, N.A., dated April 22, 1987, and recorded in Real 129, Page 122 in the Office of the Judge of Probate of Shelby County, Alabama, shall be second and subservient to that certain first mortgage of W. Elis Griswold and wife, Teri B. Griswold to AmSouth Mortgage Company, Inc., dated October 24, 1991, and recorded in Real 373, Page 651, in the Office of the Judge of Probate of Shelby, Alabama, to secure the sum of \$ 63,000.00, plus interest thereon, said lien of AmSouth Bank, N.A. being subordinated to the first mortgage of AmSouth Mortgage Company, Inc..

IT IS FURTHER AGREED that should W. Elis Griswold and wife, Teri B. Griswold default in his/her/their payments under the terms and conditions of the Note and Mortgage held by AmSouth Mortgage, that said AmSouth Mortgage agrees to notify AmSouth Bank of said default prior to taking any legal action on said default.

Norton & Beal

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this the 24 day of October, 1991.

Attest:

subordinating party"

BY: Daniel W. Hill
Its: Vice President

BY: AmSouth Bank, N.A.
Its: Vice President

Attest:

AmSouth Mortgage Company, Inc.

BY: _____
Its: _____

BY: _____
Its: _____

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. Alabazone whose name as Vice President of AmSouth Bank, N.A., 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 this instrument, he/she, as such office and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 24 day of October, 1991.

Patricia G. Smith
Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES OCTOBER 24, 1991

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 as _____ of AmSouth Mortgage Company, Inc., 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 this instrument, he/she, as such office and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this ____ day of _____, 199__.

Notary Public

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

ATTORNEY AT LAW
MORTON & BEALS, P.C.
SECOND FLOOR EAST
MOUNTAIN BROOK CENTER
2700 HIGHWAY 280 SOUTH
BIRMINGHAM, ALABAMA 35223

STATE OF ALA. SHERIFF
I CERTIFY THIS
INSTRUMENT WAS FILED

92 FEB 17 AM 10:00

JUDGE OF PROBATE

MY COMMISSION EXPIRES OCTOBER 24, 1991

1. Deed Tax	\$	_____
2. Mig. Tax	\$	5.00
3. Recording Fee	\$	3.75
4. Indexing Fee	\$	_____
5. No Tax Fee	\$	1.00
6. Certified Fee	\$	9.00
Total	\$	9.00