

1575

SUBORDINATION AGREEMENT

THIS SUBORDINATION OF MORTGAGE executed this 31st day of January, 1992, by First Alabama Bank (hereinafter referred to as the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of that certain second mortgage (with a maximum line of \$25,000.00 available to draw) from Adam Gordon and wife, Sarah C. Gordon as recorded in Real 344, Page 967, in the Office of the Judge of Probate of Shelby County, Alabama, more particularly described as follows:

Lot 4, according to the Survey of Meadowbrook, 14th Sector, recorded in Map Book 9, Page 82, in the Probate Office of Shelby County, Alabama.

AND WHEREAS, Community Mortgage Corporation, is making a new mortgage loan to Adam Gordon and wife, Sarah C. Gordon (to refinance an original first mortgage loan to Libery Mortgage Corporation recorded in Volume 61, Page 963, transferred and assigned to Citizens & Southern Commercial Corporation in Volume 612, Page 967) in the amount of \$50,000.00, said loan to be secured by a mortgage which shall encumber the above described real property; and

WHEREAS, Community Mortgage Corporation, as a condition for making said new mortgage loan, requires Mortgagee to subordinate the lien of its mortgage to the lien of the new Community Mortgage Corporation mortgage, and Mortgagee has agreed to do so.

NOW, THEREFORE, for and in consideration of the premises hereof and of the mutual advantages and benefits accruing to the parties hereto, and in further consideration of the sum of TEN DOLLARS in hand paid by Community Mortgage Corporation to Mortgagee, the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby covenant, consent and agree to and with Community Mortgage Corporation that the lien of First Alabama Bank, shall be and the same is hereby made subordinate, inferior and subject in every respect to the lien of the Community Mortgage Corporation mortgage which shall be granted by Adam Gordon and wife, Sarah C. Gordon, to Community Mortgage Corporation to refinance the original mortgage recorded in Real Book 61, Page 963, transferred and assigned in Volume 612, Page 967, which shall encumber the above described property.

IN WITNESS WHEREOF, this agreement is executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Denise C. Overstreet
Louise D. Ballard

FIRST ALABAMA BANK

By: Marcus A. Howe, III

Marcus A. Howe, III
Vice President

BOOK 390 PAGE 329

Cambridge Title

STATE OF ALABAMA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 31st day of January, 1992, by Marcus A. Howze, III, as Vice President of FIRST ALABAMA BANK, on behalf of the Bank.

Liegh Ann Mason
Notary Public

My Commission Expires: 8/24/93

1. Deed Tax	\$	
2. Mig. Tax	\$	
3. Recording Fee	\$	5.00
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	9.00

BOOK 390 PAGE 330

STATE OF ALA. SHELLEY C.
I CERTIFY THIS
INSTRUMENT WAS FILED

92 FEB 21 AM 11:16

JUDGE OF PROBATE