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REAL 870 PAGE 891

THIS INSTRUMENT PREPARED BY:

Harold H. Goings
Spain, Gillon, Grooms, Blank & Nettles
2117 2nd Avenue North
Birmingham, AL 35203

STATE OF ALABAMA)
COUNTY OF JEFFERSON AND)
SHELBY)

MORTGAGE SUBORDINATION AGREEMENT

THIS MORTGAGE SUBORDINATION AGREEMENT, made this 3rd day of February, 19 92, by CENTRAL BANK OF THE SOUTH, (hereinafter called "Central"), with the joinder of Roy Tom Craig and Mary Elizabeth Craig, (hereinafter called "Owner", whether one or more).

P R E A M B L E

A. Standard Mortgage Co. of Georgia (hereinafter called "Mortgagee") is the holder of a certain Mortgage (the "New Mortgage"), dated as of February 3, 19 92 given to it by Owner, as Mortgagor to secure the indebtedness of Owner to Mortgagee in the total amount of \$ 146,500.00.

B. The New Mortgage encumbers certain premises situated in Jefferson County, Alabama owned by Owner and more fully described in Exhibit A annexed hereto and made a part hereof (the "Premises"), which Mortgage is recorded in Real Book 870, at Page 883, in the Office of the Judge of Probate of Jefferson County, Alabama, substantially contemporaneously with this Subordination Agreement.

C. Central is the holder of a certain prior mortgage (the "Central Mortgage"), dated December 8, 19 86, and given to Central by Owner, as Mortgagor, to secure the indebtedness of Owner to Central in the original maximum principal amount of \$ 40,000.00 together with future advances, negative amortization, interest and other sums referred to therein, which Central Mortgage encumbers the Premises, and was recorded in Real Book 3046, at Page 536 in the Office of the Judge of Probate of Jefferson County, Alabama. Real Book 644, Page 802, Bessemer Division, Jefferson County Alabama *****

D. The execution of this Subordination Agreement was and is a condition of Mortgagee's agreement to consummate the New Mortgage.

NOW, THEREFORE, intending to be legally bound and for the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Central hereby covenants and agrees as follows:

A G R E E M E N T

1. The Central Mortgage shall become, and henceforth shall be, subject and subordinate in lien, priority and distribution to the lien of the New Mortgage and to all advances heretofore made or which hereafter may be made and secured thereby up to the total amount stated in Part A above.

2. The provisions of this Subordination Agreement are solely for the benefit of Central and Mortgagee, and shall not be deemed to modify any of the agreements executed and delivered in connection with the Central Mortgage, or the New Mortgage or to waive any of the rights of

*****Real Book 113, Page 27, Probate Office, of Shelby County, Alabama

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Central or Mortgagee, as the case may be thereunder, as against Owner, nor shall it constitute or give rise to any defense, right of set-off or counterclaim by Owner.

3. This Agreement may be amended or modified only by written instrument signed by Central and Mortgagee.

4. This Agreement and all of the terms, conditions and provisions hereof shall be binding upon and inure to the benefit of Central and Mortgagee, and their respective successors and assigns.

5. Owner consents and agrees hereto, but shall not be deemed to be a third party beneficiary hereof, nor of any of the terms or provisions contained herein.

IN WITNESS WHEREOF, the parties have signed this Subordination Agreement as of the day and year first above written.

ATTEST:

By: _____
Its _____ Secretary

CENTRAL BANK OF THE SOUTH

By: [Signature]
Its VICE President

WITNESS:

WITNESS:

OWNER:

[Signature]
Roy A. Craig

[Signature]
Mary E. Craig

STATE OF Alabama)

COUNTY OF Jefferson)

I, the undersigned, Notary Public in and for said County in said State, hereby certify that S. F. Neilson, Jr., whose name as Vice President of CENTRAL BANK OF THE SOUTH, an Alabama state banking 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 the instrument, 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, 19 92.

[NOTARIAL SEAL]

[Signature]
Notary Public
My commission expires: 6/3/95

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STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Roy Tom Craig and Mary Elizabeth Craig, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 3rd day of February, 1992.



Notary Public

My Commission Expires: 8-21-95

BOOK 391 PAGE 701

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EXHIBIT A

DESCRIPTION OF REAL PROPERTY

The following described real property located in Jefferson & Shelby County, Alabama:

Lot 712, according to the survey of Riverchase Country Club, 7th Addition residential Subdivision, as recorded in Map Book 8, page 176 in the Probate Office of Shelby County, Alabama, and in MapBook 140, page 18 in the Probate Office of Jefferson County, Alabama; being situated partly in Jefferson and partly in Shelby Counties, Alabama.

BOOK 391 PAGE 702

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

92 FEB 28 AM 10:56

JUDGE OF PROBATE

STATE OF ALA. JEFFERSON CO.
BESSMER CIV. T. CERTIFY
THIS INSTRUMENT WAS FILED ON

1992 FEB 14 AM 8:51

CIVIL T. JUDGE
DEED TAX HAS BEEN PAID
George A. Reynolds
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	
3. Recording Fee	\$	10.00
4. Indexing Fee	\$	3.00
5. No. Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	14.00