

MORTGAGE LIEN SUBORDINATION AGREEMENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, on April 28, 1989, 19 , Lewis H. Hill II, and Paige B. Hill (hereinafter referred to as "Mortgagor") did execute in favor of Central Bank of the South (hereinafter referred to as "Mortgagee") a mortgage which then and does now constitute a lien as recorded in Real Volume 237, Page 348-50, in the Office of the Judge of Probate of Shelby County, Alabama and said property is described as follows:

Lot 4-A, according to a Resurvey, as recorded in Map Book 9, Page 128, of Lot 4, of the amended map of Altadena Bend, Fourth Sector, in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, the sum of Ten Thousand Dollars & no/100----- (\$10,000.00) is still owed on the debt secured by such mortgage; and

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WHEREAS, Mortgagor desires to refinance said property through a new term mortgage in favor of Molton, Allen & Williams (hereinafter referred to as "Mortgagee") and to secure such loan by mortgage lien on the above described property, and desires that mortgage lien in favor of Mortgagee be subordinated and made junior to a mortgage lien which Mortgagor desires to effect by executing said mortgage with Mortgagee;

WHEREAS, Mortgagee (in consideration of the fact that their mortgage will be better secured as a second lien on the property) has previously agreed, and are now willing and desirous of executing such document as is necessary to effect the subordination of their mortgage lien so as to allow Mortgagor to execute a mortgage furnishing a valid first lien in favor of and to Molton, Allen & Williams;

NOW THEREFORE, Mortgagee does hereby subordinate his mortgage lien on the above described land, as established by mortgage, with such mortgage now, by virtue of this document, hereby being made subordinate and junior to the mortgage executed by Mortgagor to Molton, Allen & Williams, on February 21, 1992, a copy of which is attached hereto, to secure an indebtedness of Lewis H. Hill II, and Paige B. Hill

Be it known, however, that the mortgage in favor of Mortgagee shall in all other respects remain in full force and effect and constitute a first valid lien against the above described property as to all other liens (with the sole exception of the lien created in favor of ~~XXXXXX~~ **Molton, Allen & Williams**).

Mortgagor and Mortgagee warrant that Mortgagee is the owner of the mortgage.

IN WITNESS WHEREOF, we have hereunto set our signatures and seals this

21st day of February, 19 92

Lewis H. Hite, Jr.

CENTRAL BANK OF THE SOUTH

BY Mike Poe
ITS: Loan Officer

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 is signed to the foregoing instrument, and who is, are known to me, acknowledged before me on this day, that being informed of the contents of the foregoing instrument, _____ executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal, this the _____ day of _____, 19__.

NOTARY PUBLIC

1. Deed Tax	\$	
2. Mtg. Tax	\$	15.00
3. Recording Fee	\$	5.00
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	24.00

STATE OF ALA. SHELBY CO.

I CERTIFY THIS INSTRUMENT WAS FILED

92 MAR 18 PM 6:09

JUDGE OF PROBATE

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **Mike Poe** whose name as **Loan Officer** of **Central Bank**, 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 such 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 and official seal, this the 21st day of February, 1992.

Notary Stephen M. Hite
NOTARY PUBLIC

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