

STATE OF ALABAMA)
)
Jefferson COUNTY)

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this ^{DWA} 6th day of April, 1992, by AmSouth Bank, N.A. (hereinafter referred to as the "Mortgagee") in favor of AmSouth Mortgage Company, Inc., its successors and assigns (hereinafter referred to as "AmSouth").

WITNESSETH:

WHEREAS, Mortgagee did loan to John Robert Couchman and Anne W. Couchman (the "Borrower", whether one or more) the sum of Sixteen Thousand Four Hundred and No/100 Dollars (\$16,400.00), which loan is evidenced by a mortgage dated November 27, 1990, executed by Borrower in favor of Mortgagee, and is secured by a mortgage of even date therewith (the "Mortgage") covering the property described therein and recorded in Book 321, Page 89 of the real property records in office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Borrower has requested that AmSouth lend to it the sum of Sixty Two Thousand and No/100 Dollars (\$62,000.00) (the "Loan"), such Loan to be evidenced by a promissory note in such amount executed by Borrower in favor of AmSouth and secured by a mortgage of even date therewith (the "AmSouth Mortgage"); and

WHEREAS, AmSouth has agreed to make the Loan to Borrower, if, but only if, the AmSouth Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Mortgage on the terms set forth below and provided that the Mortgagee will specifically and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of the AmSouth Mortgage on the terms set forth below.

NOW, THEREFORE, in consideration of one dollar and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and in order to induce AmSouth to make the Loan above referred to, Mortgagee agrees as follows:

1. The AmSouth Mortgage and the note secured by the AmSouth Mortgage and the debt evidenced by such note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions shall be and remain at all times a lien or charge on the property covered by the AmSouth Mortgage, prior and superior to the lien or charge of the Mortgage.

2. Mortgagee acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Mortgage in favor of the lien or charge of the AmSouth Mortgage, and that it understands that, in reliance upon and in consideration of this waiver, relinquishment, and subordination, specific loans and advances are being and will be made, and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into by AmSouth which would not be made or entered into but for such reliance upon this

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