

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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waiver, relinquishment, and subordination.

3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the AmSouth Mortgage, and as to the priority thereof, and there are no agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.

4. This agreement shall be binding upon the Mortgagee, its successors and assigns, and shall inure to the benefit of AmSouth, its successors and assigns.

5. No waiver shall be deemed to be made by AmSouth of any of its rights hereunder unless the same shall be in writing signed on behalf of AmSouth, and each such waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of AmSouth or the obligations of the Borrower or the Mortgagee to AmSouth hereunder in any other respect at any other time.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

MORTGAGEE

AmSouth Bank, N.A.

ATTEST

Its: [Signature]
Vice President

By: Daniel W. Hill
Its: Vice President

STATE OF ALABAMA)
)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that
Daniel W. Hill whose
name as Vice President
of AmSouth Bank, N.A.
a _____ is signed to the
foregoing instrument, and who is known to me,
acknowledged before me, on this day, that, being in-
formed of the contents of said instrument, he/she as such
officer and with full authority, executed the same
voluntarily for and as the act of said _____
AmSouth Bank, N.A.

Given under my hand and official seal this the
6th day of April, 1992 .

[SEAL]

Linda K. Jones
Notary Public

My Commission Expires: 11-19-94

THIS INSTRUMENT PREPARED BY:
Newman & Sexton, Attorneys At Law
3021 Lorna Road, Suite 310
Birmingham, Alabama 35216

04/20/1992-5094
10:56 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE