

AGREEMENT FOR SUBORDINATION OF MORTGAGE

THIS SUBORDINATION AGREEMENT is made on February 24, 1992, by and among Collateral Mortgage, Ltd., with an office at 1900 Crestwood Blvd., Birmingham, AL 35210, and Central Bank of the South, with an office at 1789 Montgomery Hwy., Birmingham, Al. 35244.

Recitals

WHEREAS a certain lot or parcel of land, situated at 5101 Stratford Road, Birmingham, AL 35242, and more fully described in Exhibit A, which is attached to and made a part of this Agreement, together with the buildings and improvements on that property (collectively referred to as the "Property");

WHEREAS a mortgage encumbering the Property and securing the payment of \$40,000.00, with interest, which mortgage was dated October 11, 1988, and recorded in the Office of the Judge of Probate in and for Jefferson County, Alabama ("Recording Office"), in Real Volume 210, Page 474;

WHEREAS, by an instrument dated February 24, 1992, granted and conveyed to the New Mortgagee a mortgage encumbering the Property, securing the payment of \$69,850.00, with interest, which mortgage ("New Mortgage") is recorded in the Recording Office in Real Volume 392, page 539 and;

WHEREAS the parties to this Subordination Agreement desire that the lien of the Existing Mortgage shall be postponed in lien and operation, in the full amount, to the lien and operation of the New Mortgage;

NOW, THEREFORE, in consideration of the sum of \$1.00 and for other good and valuable consideration, the receipt of which is acknowledged by execution of this Agreement, the parties, intending to be legally bound by this Agreement, agree as follows:

Subordination of Existing Mortgage

1. The Existing Mortgage is subordinated and postponed in lien, payment, and distribution on any judicial sale of the Property to the lien of the New Mortgage to the full extent and in the aggregate amount of all advances made or to be made by the New Mortgagee.

Effect of Subordination

2. The subordination of the Existing Mortgage to the lien of the New Mortgage shall have the same force and effect as though the New Mortgage had been executed, delivered, and recorded in the Recording Office prior to the execution, delivery, and recordation of the Existing Mortgage.

Default

3. If any proceedings brought by the Existing Mortgagee, or by any successors or assigns of the Existing Mortgagee, against the Property, whether foreclosure proceedings are commenced on the Existing Mortgage or in execution of any judgment on the note or bond that it secures, the judicial sale in connection with the proceedings shall not discharge the lien of the New Mortgage. The foreclosure proceedings shall be specifically advertised as being under and subject to the lien and payment of the New Mortgage.

Parties Bound

4. This Agreement shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the

→ TOWNES AND WOODS

ATTORNEYS AT LAW

P.O. BOX 96 • 3518 DECATUR HIGHWAY

GARDENDALE, ALABAMA 35071

parties.

This Subordination Agreement is given, executed, and delivered by the undersigned on the same day and year first written above.

SUBORDINATING MORTGAGEE

Susan C. Burdette

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said county and state hereby certify that Susan C. Burdette whose name as Loan Officer of Central Bank of the South, is signed to the foregoing document, and who is known to me acknowledged before me on this date that, being informed of the contents of the conveyance, 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 seal this 24th day of February, 1992.

Heleida F. Johnson
Notary Public

My Commission Expires 3-3-94

Pec 5.00
Fug 3.00
Cert 1.00
9.00

04/20/1992-5195
03:39 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE