

THIS INSTRUMENT PREPARED BY:

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Birmingham, Alabama 35214  
(205) 791-2021

STATE OF ALABAMA       )  
                                  )  
COUNTY OF SHELBY       )

Inst # 1992-09659

05/29/1992-09659  
12:16 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 HCD 19.00

MORTGAGE SUBORDINATION AGREEMENT

THIS AGREEMENT is made this 18th day of March,  
1992, between City Bank of Childersburg, a banking  
corporation, P. O. Box 349, Childersburg, Alabama, 35044, and  
Colonial Bank of Alabama, a banking corporation, 1602  
Forestdale Plaza, Birmingham, Alabama, 35214, and Thomas L.  
Brown and wife, Emily C. Brown, P. O. Box 112, 11590 Highway  
280, Westover, Alabama, 35185.

WHEREAS, Thomas L. Brown and wife, Emily C. Brown by a  
Mortgage dated the 26th day of August, 1986, and recorded in  
the Office of the Judge of Probate of Shelby County, Alabama,  
in Book 087, Page 824, granted and conveyed unto the said  
City Bank of Childersburg a security interest or mortgage in  
real property located in Shelby County, Alabama, described as  
follows:

Begin at the Northwest corner of the SW1/4 of the NE1/4  
of Section 28, Township 19 South, Range 1 East, thence  
run East along the North line of said 1/4-1/4 Section a  
distance of 340.00 feet; thence turn an angle of 47  
degrees 84 minutes 46 seconds to the right and run a  
distance of 264.97 feet to the center-line of a branch;  
thence turn an angle of 17 degrees 54 minutes 24 seconds  
to the right and run a distance of 293.04 feet; thence  
turn an angle of 103 degrees 27 minutes 35 seconds to

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City Bank/Colonial Bank/Brown  
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the right and run a distance of 327.78 feet; thence turn an angle of 73 degrees 52 minutes 27 seconds to the right and run a distance of 203.17 feet; thence turn an angle of 75 degrees 48 minutes 09 seconds to the left and run a distance of 228.76 feet; thence turn an angle of 102 degrees 33 minutes 36 seconds to the right and run a distance of 393.77 feet, to the point of beginning. Situated in the SW1/4 of the NE1/4, Section 28, Township 19 South, Range 1 East, Shelby County, Alabama.

ALSO, AN EASEMENT FOR DRIVE: Commence at the Northwest corner of the SW1/4 of the NE1/4, Section 28, Township 19 South, Range 1 East, thence run South along the West line of said 1/4-1/4 Section a distance of 393.77 feet, to the point of beginning; thence continue in the same direction a distance of 423.29 feet; thence turn an angle of 48 degrees 53 minutes 21 seconds to the left and run a distance of 340.94 feet, to a point on the North right of way Highway No. 280; thence turn an angle of 47 degrees 11 minutes 32 seconds to the left and run along said Highway R/W a distance of 40.90 feet; thence turn an angle of 132 degrees 48 minutes 28 seconds to the left and run a distance of 355.09 feet; thence turn an angle of 48 degrees 53 minutes 21 seconds to the right and run a distance of 416.33 feet, to the South line of the above described tract; thence turn an angle of 102 degrees 33 minutes 36 seconds to the left and run a distance of 30.74 feet, to the point of beginning. Situated in the SW1/4 of the NE1/4, Section 28, Township 19 South, Range 1 East, Shelby County, Alabama.

AND WHEREAS, the above recited mortgage in the principal sum of \$28,000.00 is presently secured upon the said premises.

AND WHEREAS, a Mortgage given by the said Thomas L. Brown and wife, Emily C. Brown to Colonial Bank of Alabama for the purpose of securing the payment of the principal sum of \$ 88,325.57, dated the 18th day of March, 1992, and intended to be forthwith recorded as aforesaid, which said Mortgage is secured on the premises hereinabove

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described;

AND WHEREAS, it is the desire and intention of the parties hereto to subordinate the lien and operation of the Mortgage first above-recited, for the full balance thereof, to the lien and operation of the Mortgage second above-recited, so that the Mortgage second above-recited shall and will become a lien upon the said premises and the Mortgage first above-recited be subordinated thereto in every manner whatsoever;

NOW WITNESS: That the parties hereto, intending to be legally bound hereby, in consideration of the premises and of the advantages to be derived from these presents, as well in consideration of the sum of \$1.00 lawful money of the United States of America, each to the other well and truly paid at and before the signing and delivery of these presents, receipt whereof is hereby acknowledged, agree that the said Mortgage first above-recited, given and executed by Thomas L. Brown and wife, Emily C. Brown, dated August 26, 1986, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 087, Page 824, secured upon the premises as therein described be, and the same is by these presents, made junior in lien and subordinated to the lien and operation of the said Mortgage second above-recited given and executed by Thomas L. Brown and wife, Emily C. Brown to Colonial Bank of Alabama, dated March 18, 1992,

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and intended to be forthwith recorded as aforesaid, in the principal sum of \$88,325.57 secured upon the premises herein described.

In the event of default under any of the terms or conditions of the said subordinated Mortgage, resulting in foreclosure proceedings thereon, or on the accompanying note, such proceedings shall be especially advertised as being under and subject to the lien and payment of the said Mortgage given and executed by Thomas L. Brown and wife, Emily C. Brown to Colonial Bank of Alabama, dated March 18, 1992, in the principal sum of \$88,325.57.


THIS AGREEMENT shall be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed this 24<sup>th</sup> day of March, 1992.

CITY BANK OF CHILDERSBURG

  
By: Jimmy C. Taylor, President

COLONIAL BANK OF ALABAMA

  
By: Jo Robertson, Assistant  
Vice-President



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Thomas L. Brown  
Thomas L. Brown

Emily C. Brown  
Emily C. Brown

STATE OF ALABAMA     )  
                                  )  
TALLADEGA COUNTY    )

I, the undersigned, a Notary Public, in and for said County and State hereby certify that Jimmy C. Taylor, whose name as President of City Bank of Childersburg, 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 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 and official seal this 24 day of March, 1992.

PAMELA S. BARNETT, NOTARY PUBLIC  
TALLADEGA COUNTY, STATE OF ALABAMA  
MY COMMISSION EXPIRES 05-15-94

Pamela S. Barnett  
Notary Public

STATE OF ALABAMA     )  
                                  )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public, in and for said County and State hereby certify that Jo Robertson, whose name

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as Assistant Vice-President of Colonial Bank of Alabama, 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 the instrument, she, 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 24<sup>th</sup> day of March, 1992.

Martha H. Benfield  
Notary Public 1992-09659 1-19-95

STATE OF ALABAMA     )  
                                  )  
JEFFERSON COUNTY     )

05/29/1992-09659  
12:16 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 MCD 19.00

I, the undersigned, a Notary Public, in and for said County and State hereby certify that Thomas L. Brown and wife, Emily C. Brown, 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 have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24<sup>th</sup> day of March, 1992.

Martha H. Benfield  
Notary Public 1-19-95