

SUBORDINATION AGREEMENT

STATE OF ALABAMA
COUNTY OF JEFFERSON

This Subordination Agreement, made and entered into on this the 20 day of August, 1992, by and between AM SOUTH BANK, N.A., as the Party of the First Part, and COLLATERAL MORTGAGE, LTD., as Party of the Second Part.

W I T N E S S E T H

That, whereas, DENNIS A. AND SHERRY A. SCHROEDER, has an outstanding lien in favor of AMSOUTH BANK, N.A., dated APRIL 23, 1990, and recorded in the Probate Office of SHELBY County, Alabama in Volume 290, Page 456 on certain real estate described therein to secure an indebtedness of \$67,000.00, and said lien is in full force and effect; and,

Whereas, DENNIS A. AND SHERRY A. SCHROEDER have made an application to the Party of the Second Part for a loan in the sum of \$ 103,500.00 and said Party of the Second Part is willing to make said loan to the said DENNIS A. AND SHERRY A. SCHROEDER, provided they furnished it with a mortgage on the lands described in the aforesaid lien, and the said AMSOUTH BANK, N.A., subordinate the above described lien and make the same second and subservient to the mortgage of COLLATERAL MORTGAGE LTD.; and

Whereas, the said Party of the First Part is willing to subordinate its said lien and make the second and subservient to the mortgage of the said Part of the Second Part as an inducement to it to make said loan.

Now therefore, in consideration of the premises and further consideration of the sum \$ -0-, cash in hand paid, the Party of the First Part by the Party of the Second Part, the receipt of which is hereby acknowledged, the said Party of the First Part does hereby agree that the lien of DENNIS A. AND SHERRY A. SCHROEDER, to AMSOUTH BANK, N.A., dated APRIL 23, 1990, and recorded in the Probate Office of SHELBY County, Alabama in Volume 290, Page 456, shall be second and subservient to the mortgage of DENNIS A. AND SHERRY A. SCHROEDER TO COLLATERAL MORTGAGE, LIMITED dated _____ and recorded in the Probate Office of _____ County, Alabama, in Volume 1992-19533 Page _____, to secure the sum of \$ 103,500.00, plus interest, on the land described therein, and the said lien of the said AMSOUTH BANK, N.A., shall be subordinate to the mortgage of COLLATERAL MORTGAGE LTD.

It is further agreed that should DENNIS A. AND SHERRY A. SCHROEDER default in their payments under the terms of the real estate mortgage to COLLATERAL MORTGAGE, LTD. said COLLATERAL MORTGAGE, LTD. agrees to notify AMSOUTH BANK, N.A., of said default prior to taking legal action.

IN WITNESS WHEREOF, the said H. D. Alsobrooks, whose name as Vice President of AMSOUTH BANK, N.A. has signed his name to the foregoing instrument on this 20 th day of August, 1992.

AM SOUTH BANK, N.A.

BY: H. D. Alsobrooks
As its: Vice President

Cambridge

Inst. # 1992-19534

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said State in said County hereby certify that H. D. Alshouse whose name as Vice President of AMSOUTH BANK N.A., a non-profit organization, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day 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 20th day of August, 1992.

Patricia D. Smith
Notary Public

My commission expires: _____

MY COMMISSION EXPIRES OCTOBER 24, 1995

THIS INSTRUMENT PREPARED BY:
S. Kent Stewart, Attorney at Law
3800 Colonnade Parkway, Suite 650
Birmingham, Alabama 35243

09/09/1992-19534
03:51 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE MCD
10:00

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