

SUBORDINATION AGREEMENT

THIS SUBORDINATION OF MORTGAGE executed this 16<sup>th</sup> day of October, 1992 by First National Bank of Columbiana, (hereinafter referred to as the "Mortgagee.")

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of that certain mortgages from Kenneth W. Martin and Brenda Sue Martin, recorded in Real 107 Page 668 and Real 161 Page 863, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

The East 1/2 of the following described property. Begin at the Northeast corner of the NW 1/4 of the NE 1/4 of Section 21 Township 19 South, Range 2 West; thence West along North boundary line of said 1/4 1/4 section for 361.5 feet; thence an angle of 92 deg. 03 min. 40 sec. to the left and run South 361.5 feet; thence turn an angle of 87 deg. 56 min. 20 sec. to the left and run Easterly for 361.5 feet to the East line of said 1/4 1/4 section; thence North along said 1/4 1/4 line for 361.5 feet to the point of beginning. Except the South 61.5 feet; being situated in the NW 1/4 of the NE 1/4 of Section 21, Township 19 South, Range 2 East, Shelby County, Alabama; being situated in Shelby County, Alabama.

AND WHEREAS, First Federal Savings Bank of Bessemer is making a mortgage loan to Kenneth W. Martin and wife, Brenda Sue Martin (to refinance the original first mortgage loan to First Federal Savings Bank of Bessemer and recorded in Real 102, Page 370, in the Probate Office of Shelby County, Alabama) in the amount of \$57,000.00, said loan secured by a mortgage which encumbers the above described real property;

WHEREAS, First Federal Savings Bank of Bessemer, as a condition for making said new mortgage loan, requires Mortgagee to subordinate the lien of its mortgage to the lien of the new First Federal Savings Bank of Bessemer mortgage, and Mortgagee has agreed to do so.

NOW, THEREFORE, for and in consideration of the premises hereof and of the mutual advantages and benefits accruing to the parties hereto, and in further consideration of the sum of TEN DOLLARS in hand paid by First Federal Savings Bank of Bessemer to Mortgagee, the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby covenant, consent and agree to and with First Federal Savings Bank of Bessemer, that the lien of First National Bank of Columbiana, shall be and the same is hereby made subordinate, inferior and subject in every respect to the lien of the First Federal Savings Bank of Bessemer mortgage, which was granted by Kenneth W. Martin and Brenda Sue Martin to First Federal Savings Bank of Bessemer, to refinance the original mortgage recorded in Real 102 Page 370, in the Probate Office of Shelby County, Alabama, which encumbers the above described property; provided, however, that this subordination is limited to the amount of \$57,000.00.

IN WITNESS WHEREOF, this agreement is executed the 16<sup>th</sup> day of October 1992 first above written.

Signed, sealed and delivered  
in the presence of:

Judy R. Davis

FIRST NATIONAL BANK OF COLUMBIANA

BY: William R. Jett  
Assistant Vice-President

Inst # 1992-24314

10/22/1992-24314  
01:36 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MCD 6.50

STONE, PATTON, KIERCE & FREEMAN  
PO BOX 237  
BESSEMER, ALABAMA 35021