

SUBORDINATION AGREEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

This Subordination Agreement, made and entered into on this the day of November, 1992, by and between AMSOUTH BANK, 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, DAVID M. TIDMORE, have an outstanding lien in favor of AMSOUTH BANK, N.A. dated June 28, 1989 and recorded in the Probate Office of SHELBY County, Alabama in Official Record Book 246, Page 963 on certain real estate described therein to secure an indebtedness, and said lien is in full force and effect; and,

Whereas, DAVID M. TIDMORE have made an application to the Party of the Second Part for a loan in the sum of \$ 124,250.00 and said Party of the Second Part is willing to make said loan to the said DAVID M. TIDMORE AND WIFE, Blanche Tidmore, 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 it 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 DAVID M. TIDMORE to AMSOUTH BANK, N.A., dated June 28, 1989 and recorded in the Probate Office of SHELBY County, Alabama in Official Record Book 246, PAGE 963, shall be second and subservient to the mortgage of DAVID M. TIDMORE AND WIFE, Blanche Tidmore to COLLATERAL MORTGAGE, LTD., dated NOVEMBER 13, 1992 and recorded in the Probate Office of SHELBY County, Alabama in Official Record Book , Page , to secure the sum of \$ 124,250.00 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 DAVID M. TIDMORE AND WIFE, Blanche Tidmore default in their payments under the terms of the real estate mortgage to COLLATERAL MORTGAGE, LTD., the said COLLATERAL MORTGAGE, LTD. agrees to notify AMSOUTH BANK, N.A. of said default prior to taking legal action.

IN WITNESS WHEREOF, the said , whose name as of AMSOUTH BANK, N.A. has signed his name to the foregoing instrument on this day of NOVEMBER, 1992.

AMSOUTH BANK, N.A.

BY:

As its:

11/24/1992-28003
08:41 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 9.00

1992-28003

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said State and in said County, hereby certify that H. D. Disobrooks, whose name as Vice President of AMSOUTH BANK, N.A., a , 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 AMSOUTH BANK, N.A.

Given under my hand and seal this 13th day of NOVEMBER, 1992.

Linda K. Jones
Notary Public

My commission expires: 11-19-94

This instrument prepared by:
S. Kent Stewart, Attorney at Law
3800 Colonnade Parkway, Suite 650
Birmingham, Alabama 352438

Inst # 1992-28003

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