

## SUBORDINATION AGREEMENT

STATE OF ALABAMA

JEFFERSON COUNTY

The undersigned is the holder and owner of a certain Real Estate Mortgage made by **William D. Butler and wife, Judith A. Butler**, (hereinafter designated as the "Borrower") dated the 10th day of November, 1987 and recorded in Real Volume 160, Page 654 on November 19th, 1987 in the Probate Office of Shelby County, Alabama, which was made to secure an indebtedness of \$19,000.00. Said mortgage was amended on April 19, 1988 in Real Volume 180, Page 467 in the Probate Office of Shelby County, Alabama, which was made to increase said indebtedness to \$30,000.00, on the following property, to-wit:

Lot 285 according to the Survey Riverchase Country Club, Ninth Addition as recorded in Map Book 8, Pages 46 A & B in the Probate Office of Shelby County, Alabama.

The said Borrower has applied for a loan in the sum of \$70,000.00 to be secured by a first mortgage lien conveying said property to **Lawrence A. Krekelberg and Pauline M. Krekelberg** (hereinafter designated as the "Lender"). The Lender has declined to make such loan unless the Mortgage to the undersigned shall be subordinated to said new loan and the mortgage securing same.

Inst # 1993-04725

02/18/1993-04725  
10:56 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 11.50

*J. R. Marcus*

NOW THEREFORE, in consideration of One and No/100 (\$1.00) Dollar in hand paid by the said Borrowers to the undersigned, and in consideration of the consummation of said loan in reliance upon this instrument, the undersigned hereby waives and subordinates all right, title and interest under the said Mortgage as set forth above or otherwise, in or to the property therein described, as against said loan to be made by the Lender, so that the first mortgage to be executed by the said Borrowers to the lender shall convey title to said property superior to the mortgage of the undersigned and superior to the indebtedness thereby secured. This Subordination Agreement shall be binding upon the heirs, assigns and successors of the undersigned, and shall operate to the benefit of the grantee in the first mortgage, the successors and assigns of said grantee, and any purchaser at any foreclosure sale thereunder, and shall apply with like force and effect to any renewal thereof.

The Mortgage now held by the undersigned shall remain otherwise in full force and effect, the waiver and subordination herein provided being limited in application to the proposed loan herein set forth, or any renewal thereof.

WITNESS the hand and seal of the undersigned this 4 day of February, 1993.

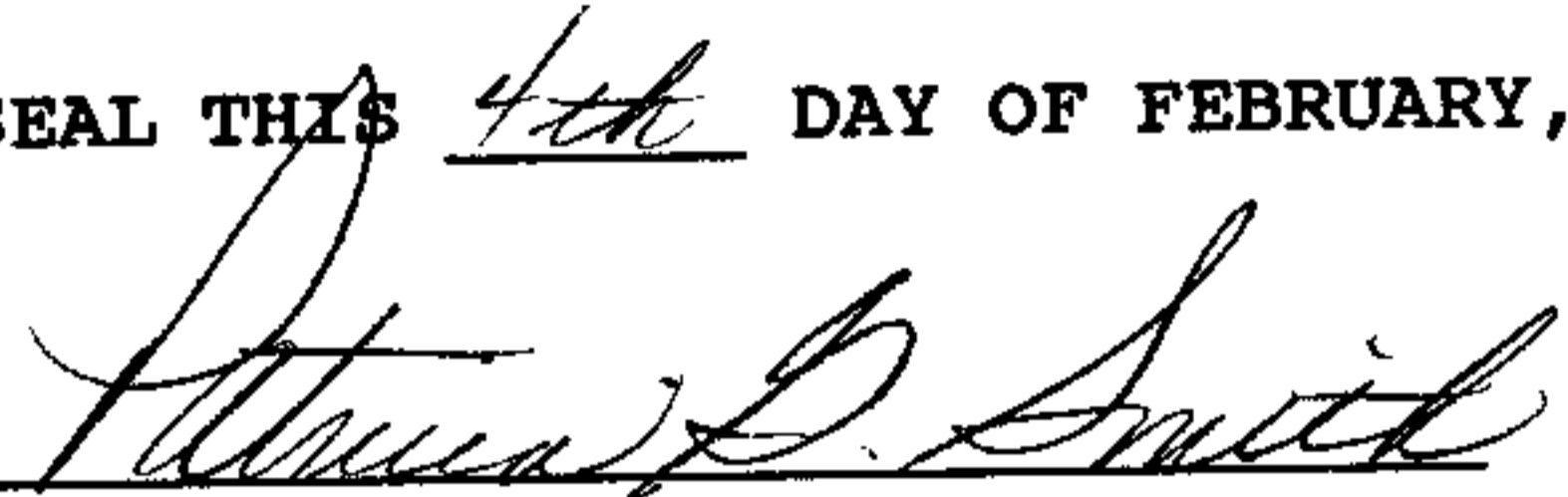
AMSOUTH BANK, N.A.

By: H. D. Alsobrooks  
H. D. Alsobrooks  
Its: Vice-President

STATE OF ALABAMA       )  
JEFFERSON COUNTY       )

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT H.D. ALSOBROOKS, WHOSE NAME AS VICE-PRESIDENT OF AMSOUTH BANK, N.A., A NATIONAL BANKING ASSOCIATION, 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 NATIONAL BANKING ASSOCIATION

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 4th DAY OF FEBRUARY, 1993.

  
\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES OCTOBER 24, 1995

MY COMMISSION EXPIRES: \_\_\_\_\_

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