## **BUBORDINATION AGREEMENT**

The undersigned, AmSouth Bank, N.A. is the holder and owner of a Mortgage made by Michael J. Bradley and Carol S. Bradley (hereinafter designated as the "Borrower"), dated May 20, 1991, recorded in Real Volume 346, Page 245, Shelby, Alabama Records, which was made to secure an indebtedness of \$15,000.00.

The said Borrower has applied for a loan in the sum of \$138,700.00 to be secured by a first mortgage (the "First Mortgage") conveying said property to Castle Mortgage Corporation (hereinafter designated as the "Lender"), and the proceeds of said loan will be used to satisfy in full the present liens in favor of BancBoston Mortgage Corporation as recorded in Real Volume 269, page 465, Shelby, Alabama Records and assigned to Source One Mortgage Corporation as recorded in Real Volume 390, page 303. The Lender has declined to make such loan unless the mortgage to AmSouth Bank, N.A. shall be subordinated to said new loan and the mortgage securing same.

THEREFORE, in consideration of ONE DOLLAR (\$1.00) in hand paid by the said Borrower to the undersigned, and in consideration of the consummation of said loan in reliance upon this instrument, AmSouth Bank, N.A. hereby waives and subordinates all right, title, or interest under the mortgage above set forth, or otherwise, in or to the property therein described, as against said loan to be so made by the Lender, so that the First Mortgage to be executed by the said Borrower to the Lender shall convey title to said property superior to the mortgage of AmSouth Bank, N.A. and superior to the indebtedness thereby secured. This Subordination Agreement shall be binding upon the heirs and assigns of AmSouth Bank, N.A., and shall operate to the benefit of the grantee in the First Mortgage, the successors and assigns of said grantee, and of any purchaser at any foreclosure sale thereunder, and shall apply with like force and effect to any renewal thereof.

The mortgage now held by AmSouth Bank, N.A. shall remain otherwise in full force and effect, the waiver and subordination herein provided being limited in application to the proposed loan  $04/26/1993^{-114}$ 

O4/26/1993-11-00 O8:52 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 9.00 9.00 herein set forth, or any renewal thereof.

witness the hand and seal of the undersigned, this the day of four , 1993.

AMSOUTH BANK, N.A.

BY: Danielu We's

Its:

(Corporate Seal)

STATE OF ALABAMA ) JEFFERSON COUNTY )

I, the undersigned Notary Public, in and for said State and County, hereby certify that Mell whose name as signed to the foregoing Subordination, and who is known to me, acknowledged before me on this day that, being informed of the contents of the subordination, he/she, 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 official seal this the day of

April, 1993.

NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES OCTOBER 24, 1995

Inst # 1993-11409

04/26/1993-11409 08:52 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 002 NCD 9.00