

THIS INSTRUMENT WAS PREPARED BY:  
Name: HOLLIMAN, SHOCKLEY, & KELLY, ATTYS.  
3821 Lorna Road, Suite 110  
Address: Birmingham, Alabama 35244

Inst # 1993-11538  
DB#38644 993-11538  
CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NCD 9.00

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

### SUBORDINATION OF EQUITY LINE OF CREDIT MORTGAGE

CENTRAL BANK of the South ("Central"), for good and valuable consideration, does hereby acknowledge and agree that the lien of that certain Equity Line of Credit Mortgage dated August 3, 1992 from Santo A. Vizzina & Marie A. Vizzina, as mortgagor (the "Mortgagor," whether one or more), to Central, as mortgagee, recorded in the office of the Judge of Probate of Shelby County, Alabama at Inst. # Book XXXXXXXXXX, Page 92-16985, (the "Equity Line Mortgage"), shall be and hereby is subordinate in right of priority to the lien of that certain mortgage from the Mortgagor, as mortgagor, to Real Estate Financing, as mortgagee (the "Mortgagee"), to be recorded in the office of the Judge of Probate of Shelby County, Alabama (the "Superior Mortgage"); provided, however, that such subordination shall be effective only to the extent that the Superior Mortgage secures that certain loan from Mortgagee to Mortgagor in the principal amount of \$ 33,400.00 (the "Loan"), together with interest on the Loan and any amounts specifically secured by the Superior Mortgage which are expended by the Mortgagee to protect or enforce the Mortgagee's rights under the Superior Mortgage with respect to the Loan (the "Superior Indebtedness"). The lien of the Equity Line Mortgage shall be superior in right of priority to the lien of the Superior Mortgage to the extent that the Superior Mortgage secures any indebtedness of the Mortgagor to the Mortgagee other than the Superior Indebtedness.

To induce Central to enter into this Subordination Agreement, Mortgagee hereby certifies to Central as follows:

(1) that the proceeds of the Loan shall be used to satisfy in full all indebtedness secured by that certain mortgage dated March 9, 1990, from Santo A. Vizzina & Marie A. Vizzina, as mortgagor, to Source One Mortgage, as mortgagee, recorded in the office of the Judge of Probate of Shelby County, Alabama at Book 281, page 887;

(2) that the Loan shall bear a(n) simple interest rate of 7.25% per annum and shall be repayable in monthly installments at a(n) fixed amount of \$ 392.12, beginning June 1, 1993 and continuing until May 1, 2023; and

(3) that the street address of the real property to be covered by the Superior Mortgage is 6026 Woodvale Road, Helena, Alabama 35080.

The provisions of this Subordination Agreement are solely for the benefit of Central and Mortgagee, and shall not be deemed to modify any of the agreements executed and delivered in connection with the Equity Line Mortgage or the Superior Mortgage or to waive any of the rights of Central or Mortgagee, as the case may be, thereunder, as against the Mortgagor, nor shall it constitute or give rise to any defense, right of offset or counterclaim by Mortgagor.

This Subordination Agreement may be amended or modified only by written instrument signed by Central and Mortgagee.

IN WITNESS WHEREOF, Central has caused this Subordination Agreement to be executed as of the 19th day of April, 1993.

CENTRAL BANK OF THE SOUTH

By:

[Signature]  
Its LOAN MANAGER

Inst # 1993-11538

04/26/1993-11538

02:38 PM CERTIFIED

By:

IMELBY COUNTY JUDGE OF PROBATE

002 MCD 9.00

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

authority

I, the undersigned/, the undersigned, a Notary Public, in and for said County in said State, hereby certify that JOHN P. DAY, whose name as LOAN MANAGER of Central Bank of the South, a(n) corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, 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 official seal on this the 19th day of April, 1993.

[NOTARIAL SEAL]

[Signature]  
Notary Public

My Commission Expires: 11-25-95

STATE OF Alabama )

COUNTY OF Jefferson )

I, Veronica J. Pyle, the undersigned, a Notary Public in and for said County in said State, hereby certify that John Day, whose name as Loan Manager of Central Bank, a(n) corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 official seal this the 22nd day of April, 1993.

[NOTARIAL SEAL]

[Signature]  
Notary Public

My Commission Expires SEPTEMBER 19, 1995