

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

STATE OF ALABAMA )

COUNTY OF SHELBY )**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 5, 1992 from John Eric Howell & Wendy Mizell Howell

, 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 Book Page (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 AmSouth Mortgage Company, Inc., as mortgagee (the "Mortgage"),

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 \$ 92,000.00 (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 April 8, 1988, from John Eric Howell & Wendy Mizelle Howell, as mortgagor, to SouthTrust Mortgage Co., as mortgagee, recorded in the office of the Judge of Probate of Shelby County, Alabama at Vol Book 181, page 559;

(2) that the Loan shall bear a(n) simple interest rate of        % per annum and shall be repayable in monthly installments at a(n)        amount of \$       , beginning 19 and continuing until       , 19      ; and

(3) that the street address of the real property to be covered by the Superior Mortgage is 2409 Maury Drive, Birmingham, Alabama 35242.

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.

Inst # 1993-13945

05/14/1993-13945

01:38 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 MCD. 9.00

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 28th day of April, 1993.

CENTRAL BANK of the South

By: [Signature]

Its Loan Officer

By: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned authority, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Robert L. Etheredge, whose name as Loan Officer 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 28th day of April, 1993

[NOTARIAL SEAL]

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES JANUARY 8, 1997

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, the undersigned, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, 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 \_\_\_\_\_.

Given under my hand and official seal this the \_\_\_\_\_ day of Inst, 1993-13945.

[NOTARIAL SEAL]

Notary Public

My Commission Expires: \_\_\_\_\_

01:38 PM - CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 MCD

9.00

TOTAL P.03