

THIS INSTRUMENT WAS PREPARED BY:

Name: J. DAN TAYLOR

Central Bank of the South

Address: _____

Inst # 1993-16871

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

06/10/1993-16871
02:15 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 MCD 9.00

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 June 1, 1993 from LARRY G. RODRIGUEZ & STEPHEN D. WILLIAMS, 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 1992-12124 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 COLONIAL BANK, as mortgagee (the "Mortgagee"), recorded in the office of the Judge of Probate of Shelby County, Alabama at _____ Book _____, Page _____ (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 \$ 76,500.00 (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 7-13, 1990, from LARRY D. RODRIGUEZ & STEPHEN D. WILLIAMS as mortgagor, to BARCLAYS AMERICAN MORTGAGE, as mortgagee, recorded in the office of the Judge of Probate of Shelby County, Alabama at _____ Book 300, page 189;

(2) that the Loan shall bear a(n) fixed interest rate of 7.5 % per annum and shall be repayable in monthly installments at a(n) monthly amount of \$ 534.90, beginning 8-1-, 1993 and continuing until 7-1-2023, 19____; and

(3) that the street address of the real property to be covered by the Superior Mortgage is 1933 Indian Lake Drive, Birmingham, Alabama 35244.

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 7th day of June, 1993.

CENTRAL BANK of the South

By: Susan DeRose
Its Loan Officer

By: _____
Its _____

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Susan DeRose, whose name as Loan Officer of Central Bank of the South, a(n) Banking 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, She, as such officer and with full authority, executed the same voluntarily for and as the act of said Banking Corporation.

Given under my hand and official seal on this the 7th day of June, 1993.

[NOTARIAL SEAL]

Karen Carlson
Notary Public
My Commission Expires: 5-23-97

STATE OF _____

COUNTY OF _____

I, _____, the undersigned, a Notary Public in and for said County of _____, hereby certify that _____, whose name as _____, 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 _____, 19____.

[NOTARIAL SEAL]

Notary Public
My Commission Expires: _____ Inst # 1993-16871

06/10/1993-16871
02:15 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 9.00