

SUBORDINATION AGREEMENT

THIS SUBORDINATION OF MORTGAGE executed this 11th day of June, 1993, by First Alabama Bank (hereinafter referred to as the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of that certain second mortgage (with a maximum line of \$90,000.00 available to draw) from Rowell S. Ashford and wife, Rosemary Ashford, as recorded in Real 290, page 265, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Lot 7, according to the Survey of Mountain Park, Third Sector, as recorded in Map Book 10, page 13, in the Probate Office of Shelby County, Alabama. Mineral and mining rights excepted.

AND WHEREAS, Collateral Mortgage, Ltd., is making a mortgage loan to Rowell S. Ashford and wife, Rosemary Ashford (to refinance the original first mortgage loan to AmSouth Mortgage Company, Inc., recorded in Real 281, page 226, in the Probate Office of Shelby County, Alabama) in the amount of \$184,000.00, said loan secured by a mortgage which encumbers the above described real property;

WHEREAS, Collateral Mortgage, Ltd., as a condition for making a new mortgage loan, requires Mortgagee to subordinate the lien of its mortgage to the lien of the new Collateral Mortgage, Ltd., mortgage, and Mortgagee has agreed to do so.

NOW, THEREFORE, for and in consideration of the premises hereof and of the mutual advantages and benefits accruing to the parties hereto, and in further consideration of the sum of TEN DOLLARS in hand paid by Collateral Mortgage, Ltd., the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby covenant, consent and agree to and with Collateral Mortgage, Ltd., that the lien of First Alabama Bank, shall be and the same is hereby made subordinate, inferior, and subject in every respect to the lien of Collateral Mortgage, Ltd., which was granted by Rowell S. Ashford and wife, Rosemary Ashford to Collateral Mortgage, Ltd., to refinance the original mortgage recorded in Real 281, page 226, in the Probate Office of Shelby County, Alabama, which encumbers the above described property; provided, however, that this subordination is limited to the amount of \$184,000.00.

IN WITNESS WHEREOF, this agreement is executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Judy Adams

FIRST ALABAMA BANK

By:

Aneita S. Beckman
Aneita S. Beckman
Branch Manager
Hoover Office

Inst # 1993-17889

06/18/1993-17889
01:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 9.00

STEWART TITLE

STATE OF ALABAMA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 11th
day of June, 1993, by Aneita S. Beckman, as Branch Manager/Hoover
Office of FIRST ALABAMA BANK, on behalf of the Bank.

Brenda K. Bell Lomax
Notary Public

My Commission Expires: 8-3-96

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