

SUBORDINATION AGREEMENT

STATE OF ALABAMA, Shelby COUNTY:

This Subordination Agreement, made and entered into on this the 24th day of June, 1993, by and between:

SouthTrust Bank of Alabama, N.A.

as party of the First Part, and:

SOUTHTRUST MORTGAGE CORPORATION

as party of the Second Part.

WITNESSETH:

THAT, WHEREAS, **Howard E. Furnas, III and Pamela A. Furnas**, has an outstanding lien in favor of:

SouthTrust Bank of Alabama, N.A.

dated the 3rd day of October, 1989, and recorded in the Probate Office of Shelby County, Alabama, on certain real estate described therein to secure an indebtedness of \$ 25,000.00, and said lien is in full force and effect; and,

WHEREAS, Howard E. Furnas, III and Pamela A. Furnas, has made an application to the Party of the Second Part for a loan in the sum of \$97700.00 and said Party of the Second Part is willing to make said loan to the said Howard E. Furnas, III and Pamela A. Furnas, provided he/she/they furnish it with a mortgage on the lands described in the aforesaid lien, and the said Party of the First Part subordinate the above-described lien and make the same second and subservient to the mortgage of SOUTHTRUST MORTGAGE CORPORATION; and

WHEREAS, the said Party of the First Part is willing to subordinate its said lien and make the lien second and subservient to the mortgage of the said Party of the Second Part as an inducement to it to make said loan.

NOW, THEREFORE, in consideration of the premises and the further consideration of the sum of \$ 97,700.00, cash, in hand paid, the Party of the First Part by the Party of the Second Part, the receipt of which is hereby acknowledged, the said Party of the First Part does hereby agree that the lien of Howard E. Furnas, III and Pamela A. Furnas, dated October 3, 1989, and recorded in Probate Office of Shelby County, Alabama in Volume 270 at Page 610, to secure the said lien shall be subordinate to the mortgage of SOUTHTRUST MORTGAGE CORPORATION.

IT IS FURTHER agreed that should Howard E. Furnas, III and Pamela A. Furnas default in the payments under the terms of the real estate mortgage to Party of the Second Part, the said Lender agrees to notify Party of the First Part of said default prior to taking legal action.

IN WITNESS WHEREOF, the said Party of the First Part has caused its name to be hereunto signed on this the 24th day of June, 1993.

SouthTrust Bank of Alabama, N.A.

By [Signature]

Its Asst. V.P.

STATE OF ALABAMA, COUNTY OF Jefferson:

I, the undersigned, a Notary Public in and for said county and state, hereby certify that [Signature] whose name as Asst. V.P. of SouthTrust Bank of Alabama, N.A., is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, the same was executed voluntarily on the day the same bears date.

GIVEN under my hand and official seal on this 24th day of June, 1993.

[Signature]
Notary Public

My Commission expires: 11-16-93

PREPARED BY: STEWART, DAVIS & HUMPHREY, P.C.
3800 COLONNADE PARKWAY, STE. 650
Birmingham, Alabama 35243

07/15/1993-20769
11:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 8.50

Inst # 1993-20769