

STATE OF GEORGIA

COUNTY OF COBB

SUBORDINATION AGREEMENT

THIS AGREEMENT made and entered into this 12th day of August, 1993, by and between AMERICAN GENERAL FINANCE, INC., an Alabama Corporation, hereinafter referred to as "Grantee", and Thomas J. and Stephanie T. Yearwood, hereinafter referred to as "Grantor".

WHEREAS, Grantee is the holder and owner of a Deed to Secure Debt from Thomas J. and Stephanie T. Yearwood, dated February 22, 1993, filed for record February 22, 1993, recorded at Deed Book 1993, Page 05568, Shelby County, Alabama, records, conveying property known as 1166 Country Club Circle, Birmingham, Shelby County, Alabama, as is more particularly described in said Deed to Secure Debt, which was made to secure an indebtedness of \$15,619.00, and

WHEREAS Grantor has applied for a loan from North American Mortgage Co. in the amount of \$230,000.00, to be secured by a Deed to Secure Debt conveying the property described in the aforesaid Deed to Secure Debt, and North American Mortgage Co. has declined to make such loan unless said outstanding Deed to Secure Debt in favor of Grantee shall be subordinated to said new loan and the Deed to Secure Debt securing same,

NOW, THEREFORE, in consideration of the sum of \$1.00 in hand paid by Grantor to Grantee, the receipt and sufficiency of which being hereby acknowledged, and in consideration of the consummation of said loan in reliance upon this instrument, Grantee does hereby subordinate all right, title and interest under said outstanding Deed to Secure Debt above set forth, or otherwise in or to the property therein described, as against said loan to be made by North American Mortgage Co. so that the Deed to Secure Debt to be executed by Grantor to North American Mortgage Co. shall convey title to the property known as 1166 Country Club Circle, Birmingham, Alabama, as described in said outstanding Deed to Secure Debt of Grantee and superior to the indebtedness thereby secured.

This subordination agreement shall be binding upon the successors and assigns of Grantee and shall operate to the benefit of North American Mortgage Co., its successors and assigns, and of any purchaser at any foreclosure sale under its Deed to Secure Debt.

The said outstanding Deed to Secure Debt now held by

08/20/1993-24955
11:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 11.00

Porterfield

Inst # 1993-24955

Grantee shall remain otherwise in full force and effect, the subordination herein provided being limited in application to the proposed loan herein set forth, only to the extent of the loan amount hereinabove set forth and to such additional advances as may be reasonably necessary for payment of hazard insurance premiums and other amounts necessary to protect North American Mortgage Co. interest in said property.

Lender agrees not to accelerate the maturity of Borrower's Note or to initiate any proceedings against Borrower to foreclose the Deed to Secure Debt from Borrower until first, giving Mortgagee a duplicate copy of notice of any default(s) required to be given Borrower under Borrower's Note, Deed to Secure Debt or other loan agreement with Lender, and second, giving Mortgagee the right to cure such default(s) within the notice period stated in such notice.

WHEREFORE the parties hereto have executed the within instrument by and through their duly authorized officers on the day and year first set forth hereinabove.

AMERICAN GENERAL FINANCE, INC.

BY:

Gary L. Taylor
Vice-President

Grantee

Witness

Notary Public

RENEE PRATHER
Notary Public, Cherokee County, Georgia
My Commission Expires August 22, 1993

Inst # 1993-24955

08/20/1993-24955
11:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE MCD 11.00

Witness

Notary Public

STATE OF ALABAMA
JEFFERSON COUNTY

On this the 12th day of August, 1993, I, the undersigned authority, a Notary Public in and for said county and in said State, hereby certify that GARY L. TAYLOR, whose name as VICE PRESIDENT of AMERICAN GENERAL FINANCE, INC., 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, he as such officer and with full authority, did execute the same voluntarily for and as the act of said corporation.

Given under my hand and official seal on this the 12th day of August, 1993.

Beverly Franklin
Notary Public

(SEAL)

MY COMMISSION EXPIRES JANUARY 4, 1995
My Commission Expires: _____