

SUBORDINATION AGREEMENT

THIS SUBORDINATION OF MORTGAGE executed this 23rd day of August, 1993, by America's First Credit Union (hereinafter referred to as the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee (AMERICA'S FIRST CREDIT UNION) is the owner and holder of that certain second mortgage (with a maximum line of \$12,000.00 available to draw) from Robert J. Miller and wife, Diana S. Miller, as recorded in Real 151, Page 697, in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

- Lot 2, Block 4, Green Valley Subdivision, Second Sector, as recorded in Map Book 6, Page 21, Office of Judge of Probate of Shelby County, Alabama.

AND WHEREAS, Real Estate Financing, Inc. is making a mortgage loan to Robert J. Miller and wife, Diana S. Miller, (to refinance the original first mortgage loan to Real Estate Financing, Inc. recorded in Mortgage Book 341, Page 508, in the Probate Office of Shelby County, Alabama, in the amount of \$33,100.00), said loan secured by a mortgage which encumbers the above described real property;

WHEREAS, Real Estate Financing, Inc., as a condition for making said new mortgage loan, requires Mortgagee to subordinate the lien of its mortgage to the lien of the new Real Estate Financing, Inc. 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 (\$10.00) in hand paid by Real Estate Financing, Inc., the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby covenant, consent and agree to and with REAL ESTATE FINANCING, INC., that the lien of America's First Credit Union, shall be and the same is hereby made subordinate, inferior and subject in every respect to the lien of Real Estate Financing, Inc. which was granted by Robert J. Miller and wife, Diana S. Miller, to Real Estate Financing, Inc. to refinance the original mortgage recorded in Mortgage Book 341, Page 508, 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 \$37,000.00 which is the amount the Miller's are refinancing with REAL ESTATE FINANCING, INC.

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

Signed, sealed and delivered  
in the presence of:

James H. Lunn

AMERICA'S FIRST CREDIT UNION

BY: [Signature]

Vice President

Inst # 1993-26253

08/31/1993-26253  
09:10 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 11.00

Jack Watson

STATE OF ALABAMA

JEFFERSON COUNTY

The foregoing instrument was acknowledged before me this 14th day of August, 1993, Alan Stabler, Vice President by on behalf of the Bank.

Jana H. Lunn  
Notary Public

st # 1993-26253

08/31/1993-26253  
09:10 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 11.00