

SUBORDINATION AGREEMENT

STATE OF ALABAMA
COUNTY OF JEFFERSON

Inst # 1993-26350

08/31/1993-26350
03:57 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

THIS SUBORDINATION AGREEMENT, made and entered into this the 23 day
of AUGUST 1993, by and between AMSOUTH BANK, N.A.
, and LIBERTY MORTGAGE CORPORATION.

WITNESSETH THAT, WHEREAS THOMAS MANSON ROBINSON and wife SUE ELLEN
ROBINSON, have an outstanding mortgage lien
in favor of AMSOUTH BANK, N. A., as recorded
in Real 124, Page 639, in the Probate Office of
Shelby County, Alabama, on that certain real property described
hereinafter to secure an indebtedness in the amount of \$ 41,500.00,
and said lien is in full force and effect, said real property being
more particularly described as follows:

Lot 29, according to the map and survey of Chandalar South,
First Sector, as recorded in Map Book 5, Page 106, in the
Probate Office of Shelby County, Alabama.

and,
WHEREAS, THOMAS MANSON ROBINSON and wife, SUE ELLEN ROBINSON,
(hereinafter "Borrower", whether one or more), has/have made an
application to LIBERTY MORTGAGE CORPORATION for a loan in the sum of
\$55,000.00 is willing to make said loan to Borrower provided
he/she/they furnish it with a mortgage on the lands described in the
aforesaid lien, and further provide that AMSOUTH BANK, N.A.
subordinate the above described lien and make the same second and
subservient to the mortgage of LIBERTY MORTGAGE CORPORATION and,

WHEREAS, it is the desire and intention of the parties hereto to
subordinate the lien, operation and effect of the above described
mortgage in favor of AMSOUTH BANK, N. A. for the full
balance thereof, to the lien and operation of the aforesaid mortgage
of LIBERTY MORTGAGE CORPORATION, in order that last said lien and
mortgage shall become a lien of first priority on the real property
described hereinabove, and further, that the lien and mortgage in
favor of AMSOUTH BANK, N.A. shall be, and the same are
by these presents made, second, junior and subservient to that lien
and mortgage of LIBERTY MORTGAGE CORPORATION in every manner
whatsoever,

NOW THEREFORE, in consideration of the premises and the sum of
\$ -0-, receipt of which is acknowledged, the undersigned

Stewart Little

as parties hereto, do hereby agree that the mortgage lien of THOMAS MANSON ROBINSON and wife SUE ELLEN ROBINSON to AMSOUTH BANK N.A. , dated JULY 13, , 1987 , and recorded in the Office of the Judge of Probate of SHELBY County, Alabama, shall be second and subservient to that certain first mortgage of THOMAS MANSON ROBINSON and wife, SUE ELLEN ROBINSON to LIBERTY MORTGAGE CORPORATION, dated August 24, 1993 and recorded in Book Page Shelby County, Alabama, to secure the sum of \$ 55,000.00 , plus interest thereon, said lien of AMSOUTH BANK, N. A. being subordinated to the first mortgage of LIBERTY MORTGAGE CORPORATION.

IT IS FURTHER AGREED that should THOMAS MANSON ROBINSON and wife, SUE ELLEN ROBINSON, default in his/her/their payments under the terms and conditions of the Note of Mortgage held by AMSOUTH BANK, N.A. , that said AMSOUTH BANK, N.A. agrees to notify LIBERTY MORTGAGE CORPORATION of said default thirty (30) days prior to taking any legal action of said default.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the the 23RD day of AUGUST 1993.

BY: E. L. Morris, Jr.
ITS: Vice President

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that E. L. Morris, Jr. of whose named as Vice President of AMSOUTH BANK, N.A. , 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 this instrument he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 23RD day of AUGUST 1993.

Linda K. Jones
NOTARY PUBLIC
MY COMMISSION EXPIRES: 11-19-94

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