

9306/9384

SUBORDINATION AGREEMENT

THIS SUBORDINATION OF MORTGAGE executed this 17th day of May, 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 \$40,400.00 available to draw) from W. Joseph Llewellyn and wife, Jeannine C. Llewellyn, as recorded in Real 327, page 284, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Lot 51, according to the Survey of Heatherwood, 4th Sector, 1st Addition, as recorded in Map Book 11, Pages 32 and 33, in the Probate Office of Shelby County, Alabama.
Mineral and mining rights excepted.

AND WHEREAS, First National Bank of Gainesville d/b/a The Mortgage Source, is making a mortgage loan to W. Joseph Llewellyn and wife, Jeannine C. Llewellyn (to refinance the original first mortgage loan to Real Estate Financing, Inc., recorded in Real Volume 219, Page 156; assigned to First Alabama Bank recorded in Real Volume 233, page 722, in the Probate Office of Shelby County, Alabama) in the amount of \$195,000.00, said loan secured by a mortgage which encumbers the above described real property;

WHEREAS, First National Bank of Gainesville d/b/a The Mortgage Source, as a condition for making a new mortgage loan, requires Mortgagee to subordinate the lien of its mortgage to the lien of the new First National Bank of Gainesville d/b/a The Mortgage Source 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 First National Bank of Gainesville d/b/a The Mortgage Source, the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby covenant, consent and agree to and with First National Bank of Gainesville d/b/a The Mortgage Source, 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 First National Bank of Gainesville d/b/a The Mortgage Source, which was granted by W. Joseph Llewellyn and wife, Jeannine C. Llewellyn, to First National Bank of Gainesville d/b/a The Mortgage Source to refinance the original mortgage recorded in Real 219, Page 156; assigned in Real 233, page 722, 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 \$195,000.00.

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

Signed, sealed and delivered
in the presence of:

Esther W. Smith

FIRST ALABAMA BANK

By:

Jerry W. McElroy
Jerry W. McElroy
Vice President

Inst # 1993-30638

10/05/1993-30638
11:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
13.50
003 MCD

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STATE OF ALABAMA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 17
day of May, 1993, by Jerry W. McElroy, as Vice President of FIRST
ALABAMA BANK, on behalf of the Bank.

Ann M. Lohman
Notary Public

My Commission Expires: SEPTEMBER 25, 1994

STATE OF ALA. JEFFERSON CO.
CERTIFY THIS INSTRUMENT
WAS FILED ON

1993 MAY 25 PM 2:45

RECORDED & INDEXED
DEED TAX HAS BEEN PAID ON THIS INSTRUMENT

James A. Smith
JUDGE OF PROBATE

7.0
CERTIFIED COPY

James A. Smith

CERTIFIED COPY

STATE OF ALABAMA
JEFFERSON COUNTY

I, THE UNDERSIGNED, AS JUDGE OF THE
COURT OF PROBATE, IN AND FOR SAID
COUNTY, IN SAID STATE, HEREBY CERTIFY
THAT THE FOREGOING IS A FULL, TRUE
AND CORRECT COPY OF THE INSTRUMENT
WITH THE FILING OF SAME AS
APPEARS OF RECORD IN THIS OFFICE
IN VOL 4306 RECORD OF ON
PAGE 9384 . GIVEN UNDER MY HAND
AND OFFICIAL SEAL, THIS THE 11 DAY
OF August, 19 93 .

George C. Reynolds
JUDGE OF PROBATE

Inst # 1993-30638

10/05/1993-30638
11:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 13.50