

SUBORDINATION AGREEMENT

The undersigned, AmSouth Bank, N.A. is the holder and owner of a Mortgage made by William M. Sparks and Avis G. Sparks (hereinafter designated as the "Borrower"), dated 08-06-92, recorded in Instrument Number 1992-17468, Shelby, Alabama Records, which was made to secure an indebtedness of \$40,000.

The said Borrower has applied for a loan in the sum of \$63,000.00 to be secured by a first mortgage (the "First Mortgage") conveying said property to Troy and Nichols, Inc., (hereinafter designated as the "Lender"), and the proceeds of said loan will be used to satisfy in full the present lien in favor of Troy and Nichols, Inc. as recorded in Real Volume 322, Page 194, Shelby, Alabama Records. The Lender has declined to make such loan unless the mortgage to AmSouth Bank, N.A. shall be subordinated to said new loan and the mortgage securing same.

THEREFORE, in consideration of ONE DOLLAR (\$1.00) in hand paid by the said Borrower to the undersigned, and in consideration of the consummation of said loan in reliance upon this instrument, the AmSouth Bank, N.A. hereby waives and subordinates all right, title, or interest under the mortgage above set forth, or otherwise, in or to the property therein described, as against said loan to be so made by the Lender, so that the First Mortgage to be executed by the said Borrower to the Lender shall convey title to said property superior to the mortgage of AmSouth Bank, N.A. and superior to the indebtedness thereby secured. This Subordination Agreement shall be binding upon the heirs and assigns of AmSouth Bank, N.A. and shall operate to the benefit of the grantee in the First Mortgage, the successors and assigns of said grantee, and of any purchaser at any foreclosure sale thereunder, and shall apply with like force and effect to any renewal thereof.

The mortgage now held by AmSouth Bank, N.A. shall remain otherwise in full force and effect, the waiver and subordination herein provided being limited in application to the proposed loan herein set forth, or any renewal thereof.

10/15/1993-32113
09:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

Inst # 1993-32113

WITNESS the hand and seal of the undersigned, this the
5th day of October, 1993.

AMSOUTH BANK, N.A.
BY: Sandy Ray
Its: Bank Officer
(Corporate Seal)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned Notary Public, in and for said State and County, hereby certify that Sandy Ray whose name as Bank Officer of AmSouth Bank, N.A., a corporation, is signed to the foregoing Subordination, and who is known to me, acknowledged before me on this day that, being informed of the contents of the subordination, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said AmSouth Bank, N.A.

Given under my hand and official seal this the 5th day of October, 1993.

Linda K Jones
NOTARY PUBLIC
My Commission Expires: 11-19-94

Inst # 1993-32113

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