

THIS INSTRUMENT WAS PREPARED BY:

Name: Jones & Waldrop  
1009 Montgomery Highway  
Address: Birmingham, AL 35216

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

SUBORDINATION OF EQUITY LINE OF CREDIT MORTGAGE

CENTRAL BANK of the South ("Central"), for good and valuable consideration, does hereby acknowledge and agree that the lien of that certain Equity Line of Credit Mortgage dated August 16th, 19 93 from Charles G. Weyandt and wife Deborah D. Weyandt, as mortgagor (the "Mortgagor," whether one or more), to Central, as mortgagee, recorded in the office of the Judge of Probate of Shelby County, Alabama at Instrument No. Book 1993 - Page 24338, (the "Equity Line Mortgage"), shall be and hereby is subordinate in right of priority to the lien of that certain mortgage from the Mortgagor, as mortgagor, to Collateral Mortgage, Ltd., as mortgagee (the "Mortgagee"), to be recorded in the office of the Judge of Probate of Shelby County, Alabama (the "Superior Mortgage"); provided, however, that such subordination shall be effective only to the extent that the Superior Mortgage secures that certain loan from Mortgagee to Mortgagor in the principal amount of \$ 203,100.00 (the "Loan"), together with interest on the Loan and any amounts specifically secured by the Superior Mortgage which are expended by the Mortgagee to protect or enforce the Mortgagee's rights under the Superior Mortgage with respect to the Loan (the "Superior Indebtedness"). The lien of the Equity Line Mortgage shall be superior in right of priority to the lien of the Superior Mortgage to the extent that the Superior Mortgage secures any indebtedness of the Mortgagor to the Mortgagee other than the Superior Indebtedness.

To induce Central to enter into this Subordination Agreement, Mortgagee hereby certifies to Central as follows:

(1) that the proceeds of the Loan shall be used to satisfy in full all indebtedness secured by that certain mortgage dated September 30, 19 93, from Charles G. Weyandt and Deborah D. Weyandt, as mortgagor, to Secor Bank, Federal Savings Bank, as mortgagee, recorded in the office of the Judge of Probate of Shelby County, Alabama at Instrument ~~Book~~ #1992-page 30064;

(2) that the Loan shall bear a(n) fixed interest rate of 6.50% per annum and shall be repayable in monthly installments at a(n) fixed amount of \$ 1,769.22, beginning November 1st, 1993 and continuing until October 1st, ~~19~~2008; and

(3) that the street address of the real property to be covered by the Superior Mortgage is 1074 Country Club Circle, Birmingham, Alabama 35244.

The provisions of this Subordination Agreement are solely for the benefit of Central and Mortgagee, and shall not be deemed to modify any of the agreements executed and delivered in connection with the Equity Line Mortgage or the Superior Mortgage or to waive any of the rights of Central or Mortgagee, as the case may be, thereunder, as against the Mortgagor, nor shall it constitute or give rise to any defense, right of offset or counterclaim by Mortgagor.


Inst # 1993-32842

10/21/1993-32842  
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SHELBY COUNTY JUDGE OF PROBATE  
11.00  
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This Subordination Agreement may be amended or modified only by written instrument signed by Central and Mortgagee.

IN WITNESS WHEREOF, Central has caused this Subordination Agreement to be executed as of the 6th day of October, 19 93.

CENTRAL BANK OF THE SOUTH

By: Riley Guin   
Its Vice President

By: \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Riley Guin, whose name as V.P. of Central Bank of the South, a(n) \_\_\_\_\_, 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 the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Central Bank.

Given under my hand and official seal on this the 6th day of October, 19 93.

[NOTARIAL SEAL]

  
Notary Public

My Commission Expires: 4-30-97

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, the undersigned, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said \_\_\_\_\_.

Given under my hand and official seal this the \_\_\_\_\_ day of Inst. # 1993-32842, 19 \_\_\_\_.

[NOTARIAL SEAL]

Notary Public

My Commission Expires: 10/21/1993-32842

03:48 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 11.00