SUBORDINATION AGREEMENT

This Agreement made this date by and between AmSouth Bank, N.A. (herein called First Party), and NationsBanc Mortgage Corp. (herein called Second Party).

Whereas, First Party is the owner and holder of that certain mortgage recorded in Real 349, Page 758, in the Probate Office of Shelby County, Alabama, which mortgage encumbers the property described as follows:

Lot 132, according to the Map of Chandalar South, Third Sector, as recorded in Map Book 6, page 68, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Whereas, Second Party, on October 21, 1993, made a mortgage loan to Louis N. Flanders and Deborah J. Flanders in the amount of \$81,900.00 secured by a mortgage on the above property, and;

Whereas, the Second Party will not make the said loan unless the First Party subordinates its mortgage to that mortgage to the Second Party.

Now therefore in consideration of One Dollar and other good and valuable consideration, the Parties hereto agree as follows:

The First Party, AmSouth Bank, N.A.consents and agrees that the lien of its mortgage recorded in Real 349, Page 758, is and shall continue to be, subject and subordinate in lien to the lien of the mortgage being made to the Second Party, NationsBanc Mortgage Corp. which mortgage is recorded in Instrument # 1993-33774 in the said Probate Office.

Done this 20th day of October , 1993.

AmSouth Bank, N.A.

BY:

Bank Officer

STATE OF ALABAMA COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in State, hereby certify that

Sandy Ray

of AmSouth Bank, N.A.

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 corporation.

Given under my hand and official seal, this the 20th day of October, 1993.

Notaty Public ///

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