

## SUBORDINATION AGREEMENT

STATE OF ALABAMA  
COUNTY OF JEFFERSON

This Subordination Agreement, made and entered into on this the 19th day of October, 1993, by and between AMSOUTH BANK, N.A., as Party of the First Part, and HERITAGE HOME MORTGAGE CORPORATION as Party of the Second Part.

## W I T N E S S E T H

That, whereas, BAHARAT S. SHAH AND HASU B. SHAH have an outstanding lien in favor of AMSOUTH BANK, N.A., dated JULY 23, 1993 and recorded in the Probate Office of SHELBY County, Alabama, in Instrument No. 9309-6698, on certain real estate described therein to secure an indebtedness of \$ 1993-34071, and said lien is in full force and effect; and,

Whereas, BAHARAT S. SHAH AND HASU B. SHAH have made an application to the Party of the Second Part for a loan in the sum of \$ 103,500.00 and said Party of the Second Part is willing to make said loan to the said BAHARAT S. SHAH AND HASU B. SHAH provided they furnished it with a mortgage on the lands described in the aforesaid lien, and the said AMSOUTH BANK, N.A. subordinate the above described lien and make the same second and subservient to the mortgage of HERITAGE HOME MORTGAGE CORPORATION; and

Whereas, the said Party of the First Part is willing to subordinate its said lien and make the second and subservient to the mortgage of the said Part of the Second Part as an inducement to it to make said loan.

Now therefore, in consideration of the premises and further consideration of the sum \$ -0-, cash in hand paid, the Party of the First Part by the Party of the Second Part, the receipt of which is hereby acknowledged, the said Party of the First Part does hereby agree that the lien of BAHARAT S. SHAH AND HASU B. SHAH to AMSOUTH BANK, N.A., dated 7-23-93 and recorded in the Probate Office of SHELBY County, Alabama, in Instrument No. 9309-6698, shall be second and subservient to the mortgage of BAHARAT S. SHAH AND HASU B. SHAH to HERITAGE HOME MORTGAGE CORPORATION, dated October 19, 1993 and recorded in the Probate Office of SHELBY County, Alabama, in Instrument No.                     , to secure the sum of \$ 103,500.00 plus interest, on the land described therein, and the said lien of the said AMSOUTH BANK, N.A. shall be subordinate to the mortgage of HERITAGE HOME MORTGAGE CORPORATION.

It is further agreed that should BAHARAT S. SHAH AND HASU B. SHAH default in their payments under the terms of the real estate mortgage to HERITAGE HOME MORTGAGE CORPORATION, the said HERITAGE HOME MORTGAGE CORPORATION agrees to notify AMSOUTH BANK, N.A. of said default prior to taking legal action.

IN WITNESS WHEREOF, the said Sandy Ray, whose name as Bank Officer of AMSOUTH BANK, N.A. has signed her name to the foregoing instrument on this 18th day of October, 1993.

AMSOUTH BANK, N.A.

BY: Sandy Ray

As its: Bank Officer

11/01/1993-34073  
08:26 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 HCD 11.00

11/01/1993-34073

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said State and in said County, hereby certify that Sandy Ray, whose name as Bank Officer of AMSOUTH BANK, N.A., a Corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 seal this 18th day of October, 1993.

Linda K Jones  
Notary Public

My commission expires: 11-19-94

This instrument prepared by:  
S. Kent Stewart, Attorney at Law  
3800 Colonnade Parkway, Suite 650  
Birmingham, Alabama 35243

Inst # 1993-34073

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