SUBORDINATION AGREEMENT

THIS SUBORDINATION OF MORTGAGE executed this 8 day of November, 1993 by First Alabama Bank (hereinafter referred to as the "Mortgagee").

WITNESSEIH:

WHEREAS, Mortgagee is the owner and holder of that certain mortgage from Anthony P. LaRussa and wife, Brenda K. LaRussa (with a maximum line of \$10,000.00 available to draw) recorded in Real 283, Page 684 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Lot 8, Block 11, according to the Survey of Broken Bow south, as recorded in Map Book 11, page 82, in the Probate office of Shelby County, Alabama.

AND WHEREAS, Countrywide Funding Corporation is making a mortgage loan to Anthony P. LaRussa and wife, Brenda K. LaRussa (to refinance the original first mortgage loan to First Federal of Alabama, F.S.B. recorded in Real Volume 182, page 265 and transferred and assigned to Federal Home Loan Mortgage by instrument recorded in Real Volume 188, Page 24 in the probate office of Shelby County, Alabama.) said loan secured by a mortgage which encumbers the above described real Property:

WHEREAS, Countrywide Funding Corporation as a condition for making a new mortgage loan, requires Mortgagee to subordinate the lien of its mortgage to the lien of the <u>new</u> First 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 Countrywide Funding Corporation the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby covenant, consent and agree to and with Countrywide Funding Corporation 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 Countrywide Funding Corporation which was granted by Anthony P. LaRussa and wife, Brenda K. LaRussa to Countrywide Funding Corporation to refinance the original mortgage recorded in Real Volume 182, page 265 and transferred and assigned to Federal Home Loan Mortgage by instrument recorded in Real Volume 188, page 24, in the Probate Office Shelby County, Alabama which encumbers the above described property; provided, however that this subordination is limited to the amount of \$91,000.00.

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

Signed, sealed and delivered

in the presence of:

FIRST ALABAMA BANK

Aneita Beckman

Vice President

Inst + 1993-38038

11/90/1993-38038 02:55 PM CERTIFIED SHELBY COUNTY JURGE OF PRUBATE DOS ACD

STATE OF ALABAMA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this /8th day of November/8, 1993 by Aneita Beckman as Vice President of FIRST ALABAMA BANK, on behalf of the bank.

Clat Siglificano

My Commission Expires MY COMMISSION EXPIRES AUGUST 19, 1996

1993-38038

11/30/1993-38038
02:55 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 KCD 11.00