

**SUBORDINATION AGREEMENT**

The undersigned, First Alabama Bank is the holder and owner of a Mortgage made by Dean O. Nichols, Jr. and Marita W. Nichols (hereinafter designated as the "Borrower"), dated July 15, 1993, recorded in Instrument Number 1993/21280 Shelby, Alabama Records, which was made to secure an indebtedness of \$30,000.

Inst # 1994-01362

The said Borrower has applied for a loan in the sum of \$58,800.00 to be secured by a first mortgage (the "First Mortgage") conveying said property to Atlanta Postal Credit Union (hereinafter designated as the "Lender"), and the proceeds of said loan will be used to satisfy in full the present liens in favor of Atlanta Postal Credit Union as recorded in Instrument Number 1993/12843, Shelby, Alabama Records. The Lender has declined to make such loan unless the mortgage to First Alabama Bank 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, First Alabama Bank 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 First Alabama Bank and superior to the indebtedness thereby secured. This Subordination Agreement shall be binding upon the heirs and assigns of First Alabama Bank 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 First Alabama Bank 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.

WITNESS the hand and seal of the undersigned, this the

03:14 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 NCD 11.00

30th day of December, 1993.

FIRST ALABAMA BANK

BY: 

Its: Senior Vice President

(Corporate Seal)

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned Notary Public, in and for said State and County, hereby certify that Anthony F. Holmes whose name as Senior Vice President of First Alabama Bank, 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 First Alabama Bank.

Given under my hand and official seal this the 30th day of December, 1993.

  
NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES

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