

STATE OF ALABAMA)
COUNTY OF SHELBY)

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this 30th day of November 19 93 by AmSOUTH BANK, N. A. (hereinfter referred to as the "MORTGAGEE") in favor of FIRST FEDERAL SAVINGS BANK, its Successors and Assigns, (hereinafter referred to as "FIRST FEDERAL"):

W I T N E S S E T H:

WHEREAS, AmSOUTH BANK, N.A. did loan to W. KENNETH HOLT and PEGGY A. HOLT, ("BORROWER") the sum of \$ 35,000.00, which loan is evidenced by a promissory note, dated February 14, 1990 executed by Borrower and secured by mortgage of even date therewith (the "MORTGAGE"), covering the property therein, recorded in Book 280, Page 316, in the Probate Office of SHELBY County, Alabama; and

WHEREAS, Borrower has requested that FIRST FEDERAL lend to it the sum of \$ 75,000.00 (the "LOAN"), such loan to be evidenced by a promissory note dated November 12, 1993, executed by Borrower in favor of FIRST FEDERAL and secured by a mortgage of even date therewith (the "NEW MORTGAGE") covering in whole or in part the property covered by the Mortgage; and

WHEREAS, First Federal has agreed to make the Loan to the Borrower, if, but only if, the New Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Mortgage and provided that the Mortgagee will specifically and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of the New Mortgage to First Federal;

NOW, THEREFORE, in consideration of One Dollar and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce FIRST FEDERAL to make the loan above referred to, Mortgagee agrees as follows:

1. The New Mortgage and the note secured thereby and the debt evidenced by such note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions shall be and remain at all times a lien or charge on the property covered by the New Mortgage, prior and superior to the lien or charge of the Mortgage in favor of Mortgagee.
2. Mortgagee acknowledged that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Mortgage in favor of the lien or charge of the New Mortgage in favor of First Federal, and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination specific loans and advances are being and will be made, and as part and parcel thereof specific monetary and other obligations are being and will be entered into by First Federal which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.
3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the New Mortgage, and the priority thereof, and there are no agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.

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SHELBY COUNTY JUDGE OF PROBATE
002 KCD 11.00

STONE, PATTON, KIERCE & FREEMAN
POST OFFICE BOX 237
BESSMER, ALABAMA 35021

00140-4661 # 1501

4. This agreement shall inure to the benefit of and be finding upon the successors and assigns of the parties.

AmSOUTH BANK, N.A.

By Sandy Ray
Its: Bank Officer

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Sandy Ray, whose name as Bank Officer of AmSOUTH BANK, N.A., a National Bank, 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 said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said AmSouth Bank, N.A.

GIVEN under my hand and official seal, this the 30 day of November, 19 93.

Linda K. Jones
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11-19-94

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