

THIS INSTRUMENT WAS PREPARED BY:
Richard W. Theibert, Attorney
Najjar Denaburg, P.C.
2125 Morris Avenue
Birmingham, Alabama 35203

THE STATE OF ALABAMA)
COUNTY OF SHELBY)

SUBORDINATION OF EQUITY LINE OF CREDIT MORTGAGE

CENTRAL BANK OF THE SOUTH ("Central"), for good and valuable consideration, does hereby acknowledge and agree that the lien of that certain Equity Line of Credit Mortgage dated September 20, 1989 from Keith S. Mitchell and spouse, Barbara S. Mitchell, as mortgagor (the "Mortgagor," whether one or more), to Central, as mortgagee, recorded in the Office of the Judge of Probate of Shelby County, Alabama at Real Volume 260, Page 812, (the "Equity Line Mortgage"), shall be and hereby is subordinate in right of priority to the lien of that certain mortgage from the Mortgagor, as mortgagor, to Central Bank of the South, as mortgagee (the "Mortgagee"), recorded in the Office of the Judge of Probate of Shelby County, Alabama at ~~Real Volume 260, Page 812~~ Instrument #1993-34989 ~~Page 812~~ (the "Superior Mortgage"); provided, however, that such subordination shall be effective only to the extent that the Superior Mortgage secures that certain loan from Mortgagee to Mortgagor in the principal amount of \$70,000.00 (the "Loan"), together with interest on the Loan and any amounts specifically secured by the Superior Mortgage which are expended by the Mortgagee to protect or enforce the Mortgagee's rights under the Superior Mortgage with respect to the Loan (the "Superior Indebtedness"). The lien of the Equity Line Mortgage shall be superior in right of priority to the lien of the Superior Mortgage to the extent that the Superior Mortgage secures any indebtedness of the Mortgagor to the Mortgagee other than the Superior Indebtedness.

To induce Central to enter into this Subordination Agreement, Mortgagee hereby certifies to Central as follows:

(1) that the proceeds of the Loan shall be used to satisfy in full all indebtedness secured by that certain mortgage dated August 2, 1989, from Keith S. Mitchell and spouse, Barbara S. Mitchell, as mortgagor, to Central Bank of the South, as mortgagee, recorded in the Office of the Judge of Probate of Shelby County, Alabama at Real Volume 249, Page 451;

(2) that the Loan shall bear a FIXED interest rate of 7.00% per annum and shall be repayable in monthly installments at a FIXED amount of \$629.17, beginning December 1, 1993 and continuing until November 1, 2008; and

(3) that the street address of the real property to be covered by the Superior Mortgage is 1910 Chandagreen Lane, Pelham, AL 35124.

The provisions of this Subordination Agreement are solely for the benefit of Central and Mortgagee, and shall not be deemed to modify any of the agreements executed and delivered in connection with the Equity Line Mortgage or the Superior Mortgage or to waive any of the rights of Central or Mortgagee, as the case may be, thereunder, as against the Mortgagor, nor shall it constitute or give rise to any defense, right of offset or counterclaim by Mortgagor.

This Subordination Agreement may be amended or modified only by written instrument signed by Central and Mortgagee.

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08:46 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 MCD 11.00

Inst # 1994-04525

IN WITNESS WHEREOF, Central and Mortgagee have caused this Subordination Agreement to be executed as of the 27th day of October, 1993.

Central Bank of the South

BY: [Signature]

ITS: Loan Officer

Central Bank of the South

BY: [Signature]

ITS: Loan Officer

THE STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public, in and for said county in said State, hereby certify that Robert R. Pless, whose name as Loan Officer of Central Bank of the South, a 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 the foregoing instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and official seal on this the 27th day of October, 1993.

Raven Sue Underwood
Notary Public
My Commission Expires: 6/23/97

THE STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public, in and for said county in said State, hereby certify that Robert R. Pless, whose name as Loan Officer of Central Bank of the South, a 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 the foregoing instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

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