

STATE OF Alabama
COUNTY OF Jefferson

SUBORDINATION AGREEMENT

WHEN RECORDED RETURN TO:
GOODWIN & HENDERSON
2300 W. PARK PLACE BLVD.
SUITE 108
STONE MTN., GA 30087
(404) 489-5520

THIS AGREEMENT made and entered into this 18th day of February, 1994, by and between AMERICAN GENERAL FINANCE, INC., an Alabama Corporation, hereinafter referred to as "Grantee", and James W & Rani A Smith, Jr. hereinafter referred to as "Grantor".

WHEREAS, Grantee is the holder and owner of a deed to secure debt from James W & Rani A Smith, Jr. dated April 2nd 1992, filed for record April 3rd 1992, recorded at page book 399, page 563, Shelby County, Alabama, records, conveying property known as 717 Cross Creek Trail, Pellham, Shelby County, Alabama, as is more particularly described in said deed to secure debt, which was made to secure an indebtedness of \$118,550.71, and

WHEREAS Grantor has applied for a loan from Co West Corp. in the amount of \$7450.00, to be secured by a deed to secure debt conveying the property described in the aforesaid deed to secure debt, and Co West Corp.

has declined to make such loan unless said outstanding deed to secure debt in favor of Grantee shall be subordinated to said new loan and the deed to secure debt securing same.

NOW, THEREFORE, in consideration of the sum of \$1.00 in hand paid by Grantor to Grantee, the receipt and sufficiency of which being hereby acknowledged, and in consideration of the consummation of said loan in reliance upon this instrument, Grantee does hereby subordinate all right, title and interest under said outstanding deed to secure debt above set forth, or otherwise in or to the property therein described, as against said loan to be made by Co West Corp.

so that the deed to secure debt to be executed by Grantor to Co West Corp. shall convey title to the property known as 717 Cross Creek Trail, Pellham, Alabama, as described in said outstanding deed to secure debt of Grantee and superior to the indebtedness thereby secured.

This subordination agreement shall be binding upon the successors and assigns of Grantee and shall operate to the benefit of Co West Corp., its successors and assigns, and of any purchaser at any foreclosure sale under its deed to secure debt.

The said outstanding deed to secure debt now held by Grantee shall remain otherwise in full force and effect, the

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subordination herein provided being limited in application to the proposed loan herein set forth, only to the extent of the loan amounts hereinabove set forth and to such additional advances as may be reasonably necessary for payment of interest, insurance premiums and other amounts necessary to protect Obvest Corp.

Interest in said property.

Lender agrees not to accelerate the maturity of Borrower's Note or to initiate any proceedings against Borrower to foreclose the deed to secure debt from Borrower until first, giving Mortgagee a duplicate copy of notice of any default(s) required to be given Borrower under Borrower's Note, deed to secure debt or other loan agreement with Lender, and second, giving Mortgagee the right to cure such default(s) within the notice period stated in such notice.

WHEREFORE the parties hereto have executed the within instrument by and through their duly authorized officers on the day and year first set forth hereinabove.

AMERICAN GENERAL FINANCIAL, INC.

BY:

Gay L. Taylor
Vice-President

Grantee

Cheryl M. Matthe
Witness
Renée Prather
Notary Public

RENEE PRATHER
Notary Public, Cherokee County, Georgia
My Commission Expires Aug. 22, 1997

Grantee

Witness

Notary Public

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