

## SUBORDINATION AGREEMENT

STATE OF ALABAMA

JEFFERSON COUNTY

The undersigned is the holder and owner of a certain Real Estate Mortgage made by James M. Allen and wife, Elizabeth W. Allen, (hereinafter designated as the "Borrower") dated the 10TH day of MARCH, 1994 and recorded in Real Volume 348, Page 941 in the Probate Office of Shelby County, Alabama on June 18, 1991, and modified by Instrument 1992-14134, which was made to secure an indebtedness of \$ 22,000.00 and securing property located at 847 Tulip Poplar Drive, Birmingham, Alabama 35244, being described as:

Lot 2204, according to the Survey of 22nd Addition to Riverchase Country Club, as recorded in Map Book 9, Page 124, in the Probate Office of Shelby County, Alabama.

The said Borrowers have applied for a loan in the sum of \$180,000.00 to be secured by a first mortgage lien conveying said property to MortgageAmerica, Inc. (hereinafter designated as the "Lender"), and the proceeds of said loan will be used to satisfy in full the present first mortgage lien indebtedness in favor of MortgageAmerica, Inc. which is recorded in Real Volume 143, Page 858 in the Probate Office of Shelby County, Alabama. The Lender has declined to make such loan unless the Mortgage to the undersigned shall be subordinated to said new loan and the mortgage securing same.

\* 1994-10133

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SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 13.50

Inst # 1994-10133

NOW THEREFORE, in consideration of One and No/100 (\$1.00) Dollar in hand paid by the said Borrowers to the undersigned, and in consideration of the consummation of said loan in reliance upon this instrument, the undersigned hereby waives and subordinates all right, title and interest under the said Mortgage as set forth above or otherwise, in or to the property therein described, as against said loan to be made by the Lender, so that the first mortgage to be executed by the said Borrowers to the lender shall convey title to said property superior to the mortgage of the undersigned and superior to the indebtedness thereby secured. This Subordination Agreement shall be binding upon the heirs, assigns and successors of the undersigned, and shall operate to the benefit of the grantee in the first mortgage, the successors and assigns of said grantee, and any purchaser at any foreclosure sale thereunder, and shall apply with like force and effect to any renewal thereof.

The Mortgage now held by the undersigned 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 10TH day of March, 1994.

AMSOUTH BANK, N.A.

By: Sandy Ray  
Its: LOAN OFFICER

STATE OF ALABAMA       )  
JEFFERSON COUNTY       )

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT SANDY RAY WHOSE NAME AS LOAN OFFICER OF AMSOUTH BANK, N.A., A NATIONAL BANKING ASSOCIATION, IS SIGNED TO THE FOREGOING CONVEYANCE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF THE CONVEYANCE, HE AS SUCH OFFICER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF SAID NATIONAL BANKING ASSOCIATION.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 10TH DAY OF MARCH, 1994.

Ray Little  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9 Aug 97

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