

RECORDING REQUESTED BY:

WEST STAR FINANCIAL CORPORATION

WHEN RECORDED MAIL TO:

WEST STAR FINANCIAL CORPORATION
1335 EAST 10600 SOUTH
SANDY, UT 84092

Inst # 1994-15207

05/10/1994-15207
08:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 13.50
SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION AGREEMENT

NOTICE: THE SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 4, day of MARCH, 1994, by LEE P. HOULDSWORTH AND MAGGIE B. HOULDSWORTH owner of the land hereinafter described and hereinafter referred to as "Owner" and CHRISTOPHER D. WARD AND RITA C. WARD present owner and holder of the mortgage and note hereinafter described and hereinafter referred to as "Beneficiary".

WITNESSETH

THAT WHEREAS, LEE P. HOULDSWORTH AND MAGGIE B. HOULDSWORTH did execute a mortgage dated APRIL 16, 1991 covering:

SEE ATTACHED

To secure a note in the sum of \$ 5,000.00, dated APRIL 16, 1991, which mortgage was recorded APRIL 25, 1991, in REAL 339, as instrument No. 928, Official Records of said county; and

WHEREAS, Owner has executed or is about to execute a mortgage and note in the sum of \$ 66,587.00, dated APRIL 16, 1991, in favor of West Star Financial Corporation, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the mortgage first above mentioned; and

WHEREAS, lender is willing to make said loan provided the mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the mortgage first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the mortgage first above mentioned.

NOW, THEREFORE, In consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said mortgage securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the mortgage first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.

- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgage hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the note and mortgage in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage first above mentioned in favor of the lien or charge upon said land of the mortgage in favor of Lender above referred to and 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 of parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the mortgage first above mentioned that said mortgage has by this instrument been subordinated to the lien or charge of the mortgage in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

Christopher D. Ward
CHRISTOPHER D. WARD
Rita C. Ward
Beneficiary RITA C. WARD

Borrower

Co-borrower

(ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC)

STATE OF: ALABAMA
COUNTY: JEFFERSON

I, Jessie R. Williams, a Notary Public in and for said county and state, hereby certify that Christopher D. & Rita C. Ward whose names is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of this instrument, they/she/he voluntarily executed the same.

[Seal]

Date: 2/22/94

Jessie R. Williams
My Commission Expires 9/6/95

STATE OF:
COUNTY:

I, _____, a _____ in and for said county and state, hereby certify that _____ whose names is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of this instrument, they/she/he voluntarily executed the same.

[Seal]

Date: _____

A parcel of land being situated in SE 1/4 of the NE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the SW corner of the SE 1/4 of the NE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama; thence run North along the West line of said 1/4 1/4 Section 703.40 feet to the NW corner of Lot 6, according to the Survey of Little Oak Ridge Estates First Sector; thence turn 90 deg. 06 min. right and run Easterly along the North line of said Lot 6 a distance of 185.53 feet to a point of beginning; thence continue along the same course 150.00 feet to a point on the Westerly right-of-way line of Ridge Drive; thence turn 90 deg. 00 min. left to the tangent to a curve to the right, said curve having a radius of 230.0 feet; thence run along said curve and said road right-of-way 140.50 feet; thence turn 116 deg. 25 min. 53 sec. left from the tangent to said curve and run Northwesterly 151.08 feet; thence turn 83 deg. 34 min. 07 sec. left and run 160.00 feet to the point of beginning; being situated in Shelby County, Alabama.

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