

R93-891

THIS INSTRUMENT PREPARED BY:
R. Shan Paden, Attorney at Law
100 Concourse Parkway, Suite 130
Birmingham, Alabama 35244

Inst # 1994-19917

06/23/1994-19917
08:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DCE MCD 11.00

SUBORDINATION AGREEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

This Subordination Agreement, made and entered into on this the 17TH day of MAY, 1994, by and between AMSOUTH BANK, N.A., as Party of the First Part, and MORTGAGE PROFESSIONALS, INC., as Party of the Second Part.

W I T N E S S E T H

THAT, WHEREAS, GARY C. CROWSON AND ELIZABETH ANN LOUDEN CROWSON, has/have an outstanding indebtedness in favor of AMSOUTH BANK, N.A., as set forth in that certain REAL VOLUME 347 PAGE 619 executed by and between GARY C. CROWSON AND ELIZABETH ANN LOUDEN CROWSON and AMSOUTH BANK, N.A. filed for record on JULY 11, 1991 in the Probate Office of Shelby County, Alabama, and said lien was secured by real estate located at 8464 South Main Street, Wilsonville, Alabama 35186, and is still in full force and effect, and,

WHEREAS, GARY C. CROWSON AND ELIZABETH ANN LOUDEN CROWSON has/have made an application to the Party of the Second Part for a loan in the sum of \$64,800.00 and said Party of the Second Part is willing to make said loan to the said GARY C. CROWSON AND ELIZABETH ANN LOUDEN CROWSON, on her real estate provided they furnish it with a mortgage on the lands owned by GARY C. CROWSON AND ELIZABETH ANN LOUDEN CROWSON, and the said AMSOUTH BANK, N.A., subordinate the above described lien and make the same second and subservient to the mortgage of MORTGAGE PROFESSIONALS, INC.; and,

WHEREAS, the said Party of the First Part is willing to subordinate its said lien and make it second and subservient to the mortgage of the said Party of the Second Part as an inducement to it to make said loan.

NOW, THEREFORE, in consideration of the premises and further consideration of the sum of -0-, cash in hand paid to the Party of the First Part by the Party of the Second Part, the receipt of which is hereby acknowledged, the said Party of the First Part does hereby agree that the lien of GARY C. CROWSON AND ELIZABETH ANN LOUDEN CROWSON to AMSOUTH BANK, N.A., recorded in the Probate Office of SHELBY County, Alabama, shall be second and subservient to the mortgage of GARY C. CROWSON AND ELIZABETH ANN LOUDEN CROWSON

to MORTGAGE PROFESSIONALS, INC. and recorded in the Probate Office of SHELBY County, Alabama, in INSTRUMENT #1993-32442, to secure the sum of \$64,800.00, plus interest, on the land described therein, and the said lien of the said AMSOUTH BANK, N.A., shall be subordinate to the mortgage of MORTGAGE PROFESSIONALS, INC.

IT IS FURTHER agreed that should GARY C. CROWSON AND ELIZABETH ANN LOUDEN CROWSON default in his/her/their payments under the terms of the real estate mortgage to MORTGAGE PROFESSIONALS, INC., the said MORTGAGE PROFESSIONALS, INC., agrees to notify AMSOUTH BANK, N.A. of said default prior to taking legal action.

IN WITNESS WHEREOF, SANDY RAY, as
LOAN OFFICER of said AMSOUTH BANK, N.A. has caused her/his name
to be hereunto signed on this the 17TH day of MAY, 1994.

AMSOUTH BANK, N.A.

BY: Sandy Ray

BANK OFFICER

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SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said State and County, hereby certify that SANDY RAY, whose name as LOAN OFFICER of AMSOUTH BANK, N.A., is signed to the foregoing subordination agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of this subordination agreement and with full authority as such officer, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and seal this 17TH day of MAY, 1994.

Linda K Jones
Notary Public

My commission expires: 11-19-94