

SUBORDINATION AGREEMENT

THIS SUBORDINATION OF MORTGAGE executed this 7 day of September, 1994 by First Alabama Bank (hereinafter referred to as the "Mortgagee").

"WITNESSETH"

WHEREAS, Mortgagee is the owner and holder of that certain mortgage from Charles J. Morgan and wife, Anna C. Morgan recorded in Instrument No. 1994/12763, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Lot 116, according to the Survey of Greystone - First Sector, 1st phase as recorded in Map Book 14, page 91 A and B in the Probate Office of Shelby County, Alabama.

AND WHEREAS, AmSouth Mortgage Company Inc., is making a mortgage loan to Charles J. Morgan and wife, Anna C. Morgan (to refinance the original first mortgage loan to AmSouth Mortgage Company, Inc., recorded in Instrument No. 1992/13177 and refiled in Instrument No. 1992-18237 in the Probate Office of Shelby County, Alabama) said loan to be secured by a mortgage which shall encumber the above described real Property.

WHEREAS, AmSouth Mortgage Company, Inc., as a condition for making a new mortgage loan, requires Mortgagee to subordinate the lien of its mortgage to the lien of the new AmSouth Mortgage Company, Inc., and mortgagee has agreed to do so.

NOW, THEREFORE, for and in consideration of the premises hereof and of the mutual advantages and benefits accruing to the parties hereto, and in further consideration of the sum of TEN DOLLARS in hand paid by AmSouth Mortgage Company, Inc., to Mortgagee, the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby covenant, consent and agree to and with AmSouth Mortgage Company, Inc., that the lien of First Alabama Bank, shall be and the same is hereby made subordinate, inferior and subject in every aspect to the lien of AmSouth Mortgage Company, Inc., which was granted by Charles J. Morgan and wife, Anna C. Morgan to AmSouth Mortgage Company, Inc., to refinance the original mortgage recorded in Instrument No. 1992-13177 and refiled in Instrument No. 1992-18237, in the Probate Office of Shelby County, Alabama which encumbers the above described property; provided, however that this subordination is limited to the amount of \$124,000.00.

Inst # 1994-28367

09/16/1994-28367

11:31 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 SHA 11.00

IN WITNESS WHEREOF, this agreement is executed the day and year first written above.

Signed, sealed and delivered FIRST ALABAMA BANK

IN THE PRESENCE OF

Ed Swanson

BY:

Dale A. Swanson
Dale A. Swanson
Vice President

Inst • 1994-28367

09/16/1994-28367
11:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE SNA 11.00

STATE OF ALABAMA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 7th day of September 1994 by Dale A. Swanson, Vice president, of First Alabama Bank, Downtown Office, on behalf of the bank.

Bessie L. Bailey
Notary Public

My Commission Expires:

SEP 15 1995