

# SUBORDINATION AGREEMENT

STATE OF ALABAMA, SHELBY COUNTY:

This Subordination Agreement, made and entered into on this the 6<sup>th</sup> day of March and between:

**HARRY R. ANDRESS, JR. REVOCABLE TRUST**

as party of the First Part, and:

**FIRST FEDERAL SAVINGS BANK**

as party of the Second Part.

## WITNESSETH:

THAT, WHEREAS, **ANDRESS ENGINEERING ASSOCIATES, INC.**, has an outstanding lien in favor of:

**HARRY R. ANDRESS, JR. REVOCABLE TRUST**

dated the 14<sup>th</sup> day of February, 19 95, and recorded in the Probate Office of SHELBY County, Alabama, on certain real estate described therein to secure an indebtedness of \$ 60,000.00, and said lien is in full force and effect; and,

WHEREAS, **ANDRESS ENGINEERING ASSOCIATES, INC.**, has made an application to the Party of the Second Part for a loan in the sum of \$60000.00 and said Party of the Second Part is willing to make said loan to the said **ANDRESS ENGINEERING ASSOCIATES, INC.**, provided he/she/they furnish it with a mortgage on the lands described in the aforesaid lien, and the said Party of the First Part subordinate the above-described lien and make the same second and subservient to the mortgage of **FIRST FEDERAL SAVINGS BANK**.

WHEREAS, the said Party of the First Part is willing to subordinate its said lien and make the lien 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 the further consideration of the sum of \$ 10.00, cash, in hand paid, 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 **ANDRESS ENGINEERING ASSOCIATES, INC.**, dated February 14, 1995, and recorded in Probate Office of SHELBY County, Alabama in Volume Instrument 1995-5209 to secure the said lien shall be subordinate to the mortgage of

IT IS FURTHER agreed that should **ANDRESS ENGINEERING ASSOCIATES, INC.** default in the payments under the terms of the real estate mortgage to Party of the Second Part, the said Lender agrees to notify Party of the First Part of said default prior to taking legal action.

IN WITNESS WHEREOF, the said Party of the First Part has caused its name to be hereunto signed on this the 6<sup>th</sup> day of March, 1995.

**HARRY R. ANDRESS, JR. REVOCABLE TRUST**

By [Signature]  
Its TRUSTEE

STATE OF ALABAMA, COUNTY OF JEFFERSON:

I, the undersigned, a Notary Public in and for said county and state, hereby certify that Harry R. Address whose name as Trustee of **HARRY R. ANDRESS, JR. REVOCABLE TRUST**, 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, the same was executed voluntarily on the day the same bears date.

GIVEN under my hand and official seal on this 6<sup>th</sup> day of March, 1995.

[Signature]  
Notary Public

My Commission Expires 03/30/1995

03/30/1995-08094  
10:08 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

001 MCD

8.50

PREPARED BY: STEWART, DAVIS & HUMPHREY, P.C.

Inst # 1995-08094  
03/30/1995-08094  
10:08 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
8.50

STONE, PATTON, KIERCE & FREEMAN  
POST OFFICE BOX 237  
JEFFERSON, ALABAMA 35021