

STATE OF ALABAMA

COUNTY OF JEFFERSON

## SUBORDINATION AGREEMENT

The undersigned is the holder and owner of a Security Deed made entered into by James D. Hand and wife, Mary J. Hand, (hereinafter referred to as the "Borrower(s)"), in favor of AmSouth Bank of Alabama (hereinafter designated as the lienholder) dated January 8, 1996, recorded in Instrument 1996-599 in the deed records of Shelby County, Mobile Alabama which was made to secure an indebtedness of \$20000.00.

The said borrower has applied for a loan in the sum of \$79,700.00, to be secured by a security instrument conveying said property to AMSOUTH BANK OF ALABAMA (hereinafter designated as the lender). The said lender has declined to make such loan unless said outstanding security instrument in favor of lienholder shall be subordinated to said new loan and the deed securing same.

THEREFORE, in consideration of TEN DOLLARS (\$10.00) in hand paid by the said borrower 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 or interest under said outstanding security instrument above set forth, or otherwise, in or to the property therein described, against said loan to be made by the said lender, so that the security deed to be executed by the said borrower to the said lender shall convey title to said property superior to said outstanding security deed of the undersigned and superior to the indebtedness thereby secured. This subordination agreement shall be binding upon the heirs and assigns of the undersigned, and shall operate to the benefit of the grantee in said security instrument, the successors and assigns of said grantee, and of any purchaser at any foreclosure sale thereunder, and shall apply with like force and effect to any renewal thereof.

THE said outstanding security instrument now held by the undersigned shall remain 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 8<sup>th</sup> day of FEBRUARY, 1996.

BY Donna W. Hies (SEAL)

VICE PRESIDENT (TITLE)

BY Sandy Ray (SEAL)

ASSISTANT VICE PRESIDENT (TITLE)

Signed, sealed and delivered in the presence of:

[Signature]  
Notary Public

My commission expires: \_\_\_\_\_

[Signature]  
Unofficial Witness

Inst # 1996-04952

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03:17 PM CERTIFIED

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SHELBY COUNTY JUDGE OF PROBATE  
001 MCP 8.50

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Inst # 1996-04952