

RC16-2229

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

Inst # 1996-10973

04/04/1996-10973
11:02 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SNA 11.00

SUBORDINATION AGREEMENT

STATE OF ALABAMA
COUNTY OF ~~JEFFERSON~~ SHELBY

This Subordination Agreement, made and entered into on this the 25th day of MARCH, 1996, by and between AMSOUTH BANK N.A., as Party of the First Part, and AMSOUTH BANK OF ALABAMA, as Party of the Second Part.

W I T N E S S E T H

THAT, WHEREAS, JAMES M. TIMMERMAN, JR. AND M. LYNN TIMMERMAN, HUSBAND AND WIFE, has/have an outstanding loan in favor of AMSOUTH BANK N.A., as set forth in INSTRUMENT #1995-29943, in the Office of the Judge of Probate of Shelby County, Alabama, on that certain real estate located at 3065 BROOK HIGHLAND DRIVE, BIRMINGHAM, AL 35242 to secure an indebtedness of \$23,985.00 and said lien is in full force and effect; and,

WHEREAS, JAMES M. TIMMERMAN, JR. AND M. LYNN TIMMERMAN has/have made an application to the Party of the Second Part for a loan in the sum of \$207,000.00 and said Party of the Second Part is willing to make said loan to the said JAMES M. TIMMERMAN, JR. AND M. LYNN TIMMERMAN, provided they furnish it with a mortgage on the lands described in the aforesaid lien, and the said AMSOUTH BANK N.A., subordinate the above described lien and make the same second and subservient to the mortgage of AMSOUTH BANK OF ALABAMA; 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 Part 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, 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 JAMES M. TIMMERMAN, JR. AND M. LYNN TIMMERMAN to AMSOUTH BANK N.A., recorded in the Probate Office of SHELBY County, Alabama, in INSTRUMENT #1995-29943, shall be second and subservient to the mortgage of JAMES M. TIMMERMAN, JR. AND M. LYNN TIMMERMAN to AMSOUTH BANK OF ALABAMA and recorded in the Probate Office of SHELBY County, Alabama, in INSTRUMENT # 1996-10972 to secure the sum of \$207,000.00, 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 AMSOUTH BANK OF ALABAMA.

IT IS FURTHER agreed that should JAMES M. TIMMERMAN, JR. AND M. LYNN TIMMERMAN default in his/her/their payments under the terms of the real estate mortgage to AMSOUTH BANK OF ALABAMA, the said AMSOUTH BANK OF ALABAMA agrees to notify AMSOUTH BANK N.A. of said default prior to taking legal action.

IN WITNESS WHEREOF, SANDY RAY, as ASST. VICE PRESIDENT of said AMSOUTH BANK N.A. has caused her/his name to be hereunto signed on this the 26th day of MARCH, 1996.

AMSOUTH BANK, N.A.

BY: Sandy Ray
Asits: ASST VICE PRESIDENT

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 ASST VICE PRESIDENT of AMSOUTH BANK N.A., s 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.

Given under my hand and seal this 26th day of MARCH, 1996.

[Signature]
Notary Public

My commission expires: 6-9-98

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