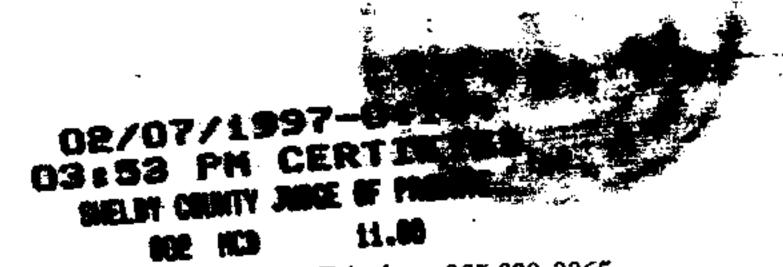
SUBORDINATION OF MORTGAGE

STATE OF ALABAMA)

JEFFERSON COUNTY)

make said loan.

This Subordination Agreement, made and entered into on this the $_7TH_$ day of $\underline{FEBRUARY}$
by and between <u>WEATHERLY LANDS, LLC</u> , as party of the first part, and
Pinnacle Bank and/or its successors and assigns as thier interest may appear, as party of the second
part,
<u>WITNESSETH:</u>
THAT, WHEREAS, BILL'S CONTRACTING SERVICE, INC did execute
and deliver to WEATHERLY LANDS, LLC a mortgage dated APRIL 4, 1996
and deliver to
or otherwise known as instrument number <u>1996-11206</u> , on certain Real Estate
decribed therein to secure an indebtedness plus interest, and said mortgage is in full force and effect;
and,
WHEREAS, MAYFIELD HOMEBUILDERS, LLC has made application to the said
party of the second part for a loan in the sum of \$ 100,805.00, and said party of the
second part is willing to make said loan to the said <u>MAYFIELD HOMEBUILDERS, LLC</u> ,
provided he/she furnishes them with a mortgage on lands described in the WEATHERLY LANDS, LLC
mortgage, and the said <u>WEATHERLY LANDS, LLC</u> subordinates the above described
mortgage and makes the same second and subservient to the mortgage of Pinnacle Bank and/or
successors and assigns as their interest may appear; and,
WHEREAS, the party of the first part is willing to subordinate its mortgage and make the same
second and subservient to the mortgage of the party of the second part as an inducement to them to



NOW, THEREFORE, in consideration of the premises and the futher consideration of the sum of One
and 00/100 Dollar (\$1.00), 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 party of the first part does hereby agree that
the mortgage executed by <u>BILL'S CONTRACTING SERVICE, INC.</u> dated
APRIL 4, 1996 and recorded in Real, page, or otherwise known as
instrument number 1996-11206, in the Probate Office of SHELBY County.
Alabama, shall be a second and subservient mortgage to the mortgage of Pinnacle Bank and/or its
successors and assigns as their interests may appear to secure the sum of \$ 100,805.00, plus
interest, on the lands described therein, and the said mortgage of Pinnacle Bank and /or its successors
and assigns as their interests may appear.
IN WITNESS WHEREOF, the said party of the first part has hereunto set it's hand and seal on
this the day and date first above written.
IN WITNESS WHEREOF, the said <u>THOMAS J. THORNTON</u> has
hereunto set his/her signature and seal this the7TH day efFEBRUARY, 1997
Thomas J. Thomas
THOMAS J. THORNTON
STATE OF ALABAMA)
JEFFERSON COUNTY }
I, the undersigned Notary Public, in and for said State and County, hereby certify that
Thomas 1. Thomas, whose name is signed tot he foregoing conveyance, and who
is known to me acknowledged before me on this day, that being informed of the contents of the
conveyance, he/she executed the same voluntarily on the day the same bears dete.
Fomela C. Rado
Given under my hand and official seal this the day of
Inst * 1997-04194
My Gothmistion Expires
08/07/1997-Q41 9 4 03:53 PM CERTIFIED
SHELDY COUNTY NOCE OF CONNETE