

STATE OF Alabama )  
COUNTY (Shelby )

07/29/1997-23694  
11:49 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

002 SNA 11.00  
SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this 16th day of July, 1997, by AmSouth Bank of Alabama (hereinafter referred to as the "Mortgagee") in favor of Old Kent Mortgage Co. (hereinafter referred to as the "Mortgage Company"), its successors and assigns.

WITNESSETH:

WHEREAS, Mortgagee did loan to John E. & Sherry L. Kidd (the "Borrower", whether one or more) the sum of Sixty five thousand and 00/100 (\$ 65,000.00 ), which loan is evidenced by a note dated 4-3-87, executed by Borrower in favor of Mortgagee, and is secured by a mortgage, deed of trust, security deed, deed to secure debt or other security instrument of even date therewith (the "Mortgage") covering the property described therein and recorded in bk 126 pg 731\*\* in the office of Probate in Shelby County, Alabama; and

WHEREAS, Borrower has requested that Old Kent Mortgage Co. lend to it the sum of One hundred sixty thousand and 00/100 Dollars (\$ 160,000.00 ) (the "Loan"), such Loan to be evidenced by a promissory note in such amount executed by Borrower in favor of Old Kent Mortgage Co. and secured by a mortgage, deed of trust, deed to secure debt, security deed or other security instrument of even date therewith; and

WHEREAS, the Mortgage Company has agreed to make the Loan to Borrower, if, but only if, the Mortgage Company Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Mortgage on the terms set forth below and provided that the Mortgagee will specifically and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of the on the terms set forth below.

NOW, THEREFORE, in consideration of one dollar and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and in order to induce the Mortgage Company to make the Loan above referred to, Mortgagee agrees as follows:

1. The Mortgage Company Mortgage and the note secured by the Mortgage Company Mortgage and the debt evidenced by such note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions shall be and remain at all times a lien or charge on the property covered by the Mortgage Company Mortgage, prior and superior to the lien or charge of the Mortgagee.

2. Mortgagee acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Mortgage in favor of the lien or charge of the Mortgage Company, and that it understands that, in reliance upon and in consideration of this waiver, relinquishment, and subordination, specific loans and advances are being and will be made, and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into by the Mortgage Company which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the Mortgage Company, and as to the priority thereof, and there are not agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.

\*\*also amended in November of 1989.

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4. This agreement shall be binding upon the Mortgagee, its successors and assigns and shall inure to the benefit of the Mortgage Company, its successors and assigns.

5. No waiver shall be deemed to be made by AmSouth of any of its rights hereunder unless the same shall be in writing signed on behalf of AmSouth, and each such waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the Mortgage Company or the obligations of the Borrower or the Mortgagee to the Mortgage Company hereunder in any other respect at any other time.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

AMSOUTH BANK OF \_\_\_\_\_

ATTEST

Its: \_\_\_\_\_

By: Cynthia B. Zolner

Its: AVP

#### ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public, in and for said county in said State hereby certify that Cynthia B. Zolner whose name as AVP of AMSOUTH BANK, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 10th day of July, 1997.

[Signature]  
Notary Public

My commission expires: 6-7-99

NOTARY MUST AFFIX SEAL

THIS INSTRUMENT PREPARED BY:  
JOHN DAY  
AmSouth Bank  
P.O. Box 830721  
Birmingham, Alabama 35283

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