

STATE OF Alabama )  
Jefferson COUNTY )

Inst # 1997-32663

10707/1997-32663  
02:13 PM CERTIFIED  
SUBORDINATION AGREEMENT  
SHELBY COUNTY JUDGE OF PROBATE  
002 SNA 11.00

THIS AGREEMENT is made and entered into on this 22nd day of September, 1997, by Frank C. Minter and wife, Patsy C. Minter (hereinafter referred to as the "Mortgagee") in favor of AmSouth Bank, its successors and assigns (hereinafter referred to as "AmSouth").

WITNESSETH:

WHEREAS, Mortgagee did loan to Frank C. Minter and wife, Patsy C. Minter (the "Borrower", whether one or more) the sum of One Hundred Thirty Seven Thousand and no/100's Dollars (\$ 137,000.00 ), which loan is evidenced by a note dated July 30, 1996, 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 Instrument 1996 -33146 in the office of the Judge of Probate in Shelby County, Alabama; and

WHEREAS, Borrower has requested that AmSouth lend to it the sum of Two Hundred Eighty Eight Thousand Five Hundred and no/100's Dollars (\$288,500.00 ) (the "Loan"), such Loan to be evidenced by a promissory note in such amount executed by Borrower in favor of AmSouth and secured by a mortgage, deed of trust, deed to secure debt, security deed or other security instrument of even date therewith ("AmSouth"); and

WHEREAS, AmSouth has agreed to make the Loan to Borrower, if, but only if, AmSouth 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 AmSouth 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 AmSouth to make the Loan above referred to, Mortgagee agrees as follows:

1. AmSouth and the note secured by AmSouth and the debt evidenced by such note and any and all renewals and extensions thereof, or if 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 AmSouth, prior and superior to the lien or charge of the Mortgage.

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 AmSouth, 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 AmSouth which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

A# 106345

4. This agreement shall be binding upon the Mortgagee, its successors and assigns and shall insure 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**

ATTEST

Its *Jeri O'Neil*  
*Bank Officer*

By: *[Signature]*  
Its \_\_\_\_\_

**ACKNOWLEDGMENT FOR CORPORATION**

State of Alabama  
Jefferson County

I, the undersigned authority, a Notary Public, in and for said Jefferson county in said State hereby certify that *[Signature]* whose name as \_\_\_\_\_ of Am-South 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, the officer, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 23rd day of September, 1997.

*[Signature]*  
Notary Public

My commission expires: *6/7/99*

NOTARY MUST AFFIX SEAL

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This Instrument Prepared By:

Karen Carter  
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