

January 26, 1998

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STATE OF ALABAMA

JEFFERSON COUNTY

SUBORDINATION AGREEMENT

This agreement dated this 26TH day of JANUARY, 1998, is made by SouthTrust Bank N.A. (hereinafter called the "Subordinate Mortgagee") in favor of SOUTHEASTERN MTG. OF AL. L.L.C. (hereinafter called the "Refinance Creditor"),

WITNESSETH:

WHEREAS, Subordinate Mortgagee is the holder of that certain mortgage executed by RANDAL N. WILLIAMS AND MERRY P. WILLIAMS ("the Mortgagors") which mortgage is recorded in INSTR. #1997-09990, in the Office of the Judge of Probate of SHELBY, Alabama (the "Junior Mortgage"); and

WHEREAS, the Junior Mortgage is subordinate to that certain mortgage in favor of CRESTAR MTG., which mortgage is recorded in INSTR. #1995-08985, in said Probate Office ("the Existing First Mortgage") and

WHEREAS, Refinance Creditor has agreed to lend to the Mortgagors the sum of \$\$197,250. to be used, among other things, to pay in full the indebtedness secured by the Existing First Mortgage and to obtain a release or satisfaction of record of the Existing First Mortgage, but on the condition that the Refinance Loan be secured by a Mortgage and that the Refinance Mortgage be entitled to the rights afforded to a first mortgage on such property; and

WHEREAS, at Mortgagors' and Refinance Creditor's request, Subordinate Mortgagee has agreed to subordinate its Junior Mortgage to the Refinance Mortgage.

NOW, THEREFORE in consideration of the premises and Dollars (\$00.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Subordinate Mortgagee does hereby agree with Refinance Mortgagee as follows:

1.Subordination. In order to induce Refinance Creditor to make the Refinance Loan and, at any time or from time to time, at Refinance Creditor's option, to grant such extensions or renewals of the Refinance Loan as Refinance Creditor may deem advisable, Subordinate Mortgagee hereby subordinates the Junior Mortgage and all right, title and interest of Junior Mortgagee in the property conveyed and transferred thereby to the Refinance Mortgage and all the right, title and interest in the property conveyed and transferred to the Refinance Creditor thereby, and Subordinate Mortgagee further agrees that any existing or hereafter acquired or arising security interests, security title, or lien in or on the property conveyed or transferred

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by the Junior Mortgage are and at all times hereafter shall be and remain subordinate and inferior in priority to any security, interest, security title or lien in or on such property in favor of Refinance Creditor securing payment of the Refinance Loan, including, without limitation, the Refinance Mortgage; provided, that the subordination herein made is limited to the original principal amount of the Refinance Loan, all interest thereon and all other sums secured by the Refinance Mortgage (other than additional advances of principal to the mortgagors, their heirs, personal representatives, successors or assigns), and provided further that it is a condition to the effectiveness of this Subordination Agreement that the Refinance Mortgage and a release or satisfaction of the Existing First Mortgage must be recorded in due course in the Probate Office named above.

2. Successors and Assigns. This Subordination Agreement shall be binding upon and shall inure to the benefit of Subordinate Mortgagee and Refinance Creditor and their respective successors and assigns, but this agreement shall not inure to the benefit of any other third party.

3. Waiver of Notice and Acceptance. Notice of acceptance of this Subordination Agreement by Refinance Creditor is hereby waived by Subordinate Mortgagee, and this Subordination Agreement and all of the terms hereof shall be immediately binding upon Subordinate Mortgagee from the date of execution and delivery hereof.

IN WITNESS WHEREOF, Subordinate Mortgagee, by its duly authorized officer, has executed this agreement on or as of the date first above written.

...*Stephen A. Pierce*...
By: Stephen A. Pierce
Its : Loan Officer

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said State, hereby certify that Stephen A. Pierce, whose name as Loan Officer of SouthTrust Bank N.A. 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 the 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 26TH day of JANUARY, 1998.

...*Mary E. Wadsworth*...
Notary Public

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My Commission Expires May 7, 2001.
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