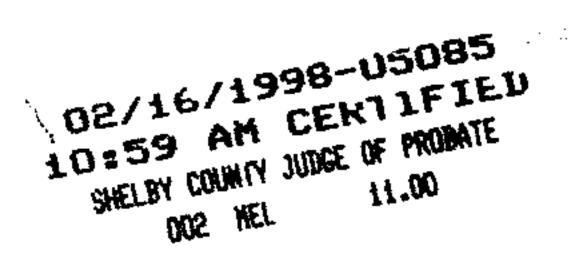
R9802-2030

State of _	Alabar	na.
Shelby		County

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SUBORDINATION AGREEMENT
THIS AGREEMENT is made and entered into on this 29th day of January 1998, by
AmSouth Bank (hereinafter referred to as the "Mortgagee") in favor of First Commercial Bank
, (hereinafter referred to as the "Mortgage Company"), its successors and assigns.
WITNESSETH:
WHEREAS, Mortgagee did loan to Jeffrey B Clark
(the "Borrower", whether one or more) the sum of "Twenty thousand collars and 00/100
(\$ 30,000 ), which loan is evidenced by a note dated 3-3-95, executed by Borrower III 1a-
vor 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 book
1995, page 11075 in the public records of Shelby County, Alabama and
www.nn.commorcail Bank
WHEREAS, Borrower has requested <u>Frist Commercail</u> Bank lend to it the sum of <u>One hundred ninty thousand dollars and 00/100 (190,000)</u>
the "Loan"), such Loan to be evidenced by a promissory note in such amount executed by Borrower in favor of the
Mortgage Company and secured by a mortgage, deed of trust, deed to secure debt, security deed or other security
instrument of even date therewith; and
Insumment of even date more and
WHEREAS, the Mortgage Company has agreed to make the Loan to Borrower, if, but only if, the Mort
gage Company Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superio
to the lien or charge of the Mortgage on the terms set forth below and provided that the Mortgage will specifically
and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of the Mortgage on th
terms set forth below.
NOW, THEREFORE, in consideration of one dollar and in consideration of the premises and for other and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, and in order to
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induce the Mortgage Company to make the Loan above referred to, Mortgagee agrees as follows:

- 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 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 to the Mortgagee.
- 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 the 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.
- 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.

- 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.
- 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 ATTES Teleservice Rép ACKNOWLEDGMENT FOR CORPORATION State of Alabama Shelby County , the undersignest authority, a Notary Public, in and for said county in said State hereby certify that of Amwhose name as Vice Meril 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 29 day of January 1998 Notary Public My commission expires: Inst \* 1998-05085 NOTARY MUST AFFIX SEAL This Instrument Prepared By:

02/16/1998-05085

10:59 AM CEKTIFIED

SHELBY COUNTY JUDGE OF PROBATE

DOS HEL

11.00

Kristy Ransom

Birmingham, Alabama 35283

(Acct.#: 5.7490741899084715

P.O. Box 830721