State of Alaba	ma_	<del></del>
Shelby		_County

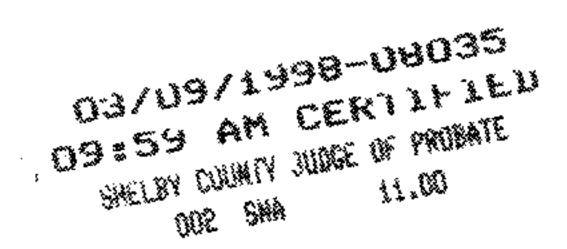
## SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this <u>20th</u> day of AmSouth Bank (hereinafter referred to as the "Mortgagee") in favor of <u>PHH Nortgage</u> (hereinafter referred to as the "Mortgage Comp	fortgage Se	rvices	ns.
	¥		
WITNESSETH:		4	*
WHEREAS, Mortgagee did loan to Charles A. Hunt & Juditi	n P. Hunt		
(the "Borrower", whether one or more) the sum of <u>forty five thousand</u> (\$ 45,000 ), which loan is evidenced by a note dated <u>April 8, 199</u> of Mortgagee, and is secured by a mortgage, deed of trust, security deed, deed to	, executed b	y Borrower in	favor
instrument of even date therewith ("the Mortgage") covering the property descr 1993, page 10318 in the public records of Shelby County,	Alabama	recorded in bo	ook
instrument of even date therewith ("the Mortgage") covering the property descr	Alabama	recorded in bo	nganananhhhrar

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 Mortgage Company will specifically and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of the Mortgage Company Mortgage 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 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 evidence by such note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable and all said debt and on any and all such renewals and extensions shall be the 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 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 the Mortgage Company Mortgage, 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 Mortgage, and as to the priority thereof, and there are no 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 inure to the benefit of the Mortgage Company, its successors and assigns.
- 5. No waiver shall be deemed to be made by the Mortgage Company of any of its rights hereunder unless the same shall be in writing signed on behalf of the Mortgage Company, and each such waiver, if any shall be a waiver only the 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.

Company or the obligations of the Borrower or respect at any other time.	the Mortgagee to the Mortgage Company hereunder	in any other		
IN THE WITNESS WHEREOF, the authorized officer on the day and date first set	Mortgagee has caused this instrument to be executed b forth above.	y its duly		
	AMSOUTH BANK	•		
ATTEST  JOURS  MENTEST  MENTES	By: Wallet	······································		
Its Releservice Representative  Its Teleservice Representative		·		
ACKNOWLEDGMENT FOR CORPORATION				
State of Alabama Shelby County		And the second s		
corporation, is signed to the foregoing instruction, that, being informed of the contents of said in for and as the act of said corporation.	in and for said county in said State hereby certify that ame as of An nent, and who is known to me, acknowledged before nestrument, the officer, with full authority, executed the	ne on uns day		
Given under my hand and official seal, this _	20 day of February, 1998.			
Notary Public **				
My commission expires:				
NOTARY MUST AFFIX SEAL				
This Instrument Prepared By:				
P.O. Box 830721 Birmingham, Alabama 35283	, , , , , , , , , , , , , , , , , , ,			
(Acct#: 5299070499012856 )				