

AGREEMENT FOR SUBORDINATION OF MORTGAGE

THIS SUBORDINATION AGREEMENT is made on _____, by and among SouthTrust Bank, National Association, with an office at Birmingham, Alabama ("Existing Mortgagee"), Regions Mortgage, Inc., with an office at Montgomery, Alabama ("New Mortgagee"), and William L. Kemp, whose address is 2717 Corsair Drive, Birmingham, Alabama 35244 ("Owner").

Recitals

WHEREAS the Owner owns a certain lot or parcel of land, situated at 2717 Corsair Drive, Birmingham, Alabama 35244, and more fully described in Exhibit A, which is attached to and made a part of this Agreement, together with the buildings and improvements on that property (collectively referred to as the "Property");

WHEREAS as the Owner, by an instrument dated August 22, 1994, granted and conveyed to the Existing Mortgagee a mortgage encumbering the Property and securing the payment of \$ 30,000.00 _____, with interest ("Existing Mortgage"), which mortgage was recorded on October 24, 1994, in the Office of the Probate Judge of Shelby County, Alabama ("Recording Office"), in Instrument Number 1994/31918 and modified by Instrument 1997/24311;

WHEREAS the Owner, by an instrument dated May 1, 1998, granted and conveyed to the New Mortgagee a mortgage encumbering the Property, securing the payment of \$82,500.00, with interest, which mortgage ("New Mortgage") is intended to be recorded in the Recording Office prior to the recording of this Agreement;

WHEREAS the parties to this Subordination Agreement desire that the lien of the Existing Mortgage shall be postponed in lien and operation, in the full amount, to the lien and operation of the New Mortgage;

NOW THEREFORE, in consideration of the sum of \$1.00 and for other good and valuable consideration, the receipt of which is acknowledged by execution of this Agreement, the parties, intending to be legally bound by this Agreement agree as follows:

Subordination of Existing Mortgage

The Existing Mortgage is subordinated and postponed in lien, payment, and distribution on any judicial sale of the Property to the lien of the New Mortgage to the full extent and in the aggregate amount of all advances made or to be made by the New Mortgagee.

Effect of Subordination

The Subordination of the Existing Mortgage to the lien of the New Mortgage shall have the same force and effect as though the New Mortgage had been executed, delivered, and recorded in the Recording Office prior to the execution, delivery, and recordation of the Existing Mortgage.

Default

If any proceedings brought by the Existing Mortgagee, or by any successors or assigns of the Existing Mortgagee, against the Property, whether foreclosure proceedings are commenced

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on the Existing Mortgage or in execution of any judgment on the note or bond that it secures, the judicial sale in connection with the proceedings shall not discharge the lien of the New Mortgage. The foreclosure proceedings shall be specifically advertised as being under and subject to the lien and payment of the New Mortgage.

Parties Bound

This Agreement shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the parties.

This Subordination Agreement is given, executed, and delivered by the undersigned on the same day and year first written above.

SUBORDINATING MORTGAGEE

Stephen A. Pierce (L.S.)

SouthTrust Bank, National Asso.

By:

Its: loan officer

ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, in and for said County, in said State, hereby certify that Stephen A. Pierce whose name as Loan Officer of SouthTrust 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 the instrument, he, as such officer, and with full authority, executed the same voluntarily, for and as the act of the corporation on the day the same bears date.

Given under my hand and official seal this 4th day of May, 1998.

[Signature]
Notary Public
My Commission Expires: 6-9-98

This Instrument was prepared by:

Julia C. Kimbrough
Allison, May, Alvis, Fuhrmeister & Kimbrough, L.L.C.
P.O. Box 380275
Birmingham, Alabama 35238

EXHIBIT A

Lot 9, according to the Survey of Gentle Forest, as recorded in map Book 6, Page 63, in the Probate Office of Shelby County, Alabama.

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