

SUBORDINATION AGREEMENT

This Agreement made this date by and between John A. Kent (herein called First Party), and Pinnacle Bank (herein called Second Party).

Whereas, First Party is the owner and holder of that certain mortgage recorded in Instrument No. 1998-37963, executed by E. Jeff Bentley and Russell D. Richardson in the Probate Office of Shelby County, Alabama, which mortgage encumbers the property described as follows:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

Whereas, the Second Party will not make the said loan unless the First Party subordinates its mortgage to that mortgage to the Second Party.

Now therefore in consideration of One Dollar and other good and valuable consideration, the Parties hereto agree as follows:

The First Party, John A. Kent, consents and agrees that the lien of its mortgage recorded in Instrument No. 1998-37963, is and shall continue to be, subject and subordinate in lien to the lien of the mortgage being made to the Second Party, Pinnacle Bank, which mortgage in the amount of \$ 40,000.00 is recorded in Instrument No. 1998-37963 in the said Probate Office.

Done this 28th day of August, 1998.


John A. Kent

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John A. Kent, whose name 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, executed the same voluntarily on the same bears date.

Given under my hand and official seal, this the 28th day of August, 1998.


Notary Public

My Commission Expires:

Inst # 1998-37963

09/29/1998-37963
03:38 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 CRH 8.50