

SUBORDINATION AGREEMENT

STATE OF ALABAMA

SHELBY COUNTY

This agreement is made and entered into on this 18th Day of December 1998 by **FIRST NATIONAL BANK IN SYLACAUGA**, (hereafter "Mortgagee") in favor of **FIRST CAPITAL MORTGAGE COMPANY**, (hereafter "Mortgage Company"), its successors and assigns.

WHEREAS, Mortgagee did loan to **Robert C. Henderson, Jr. and Karen R. Henderson**, (hereafter "Borrower", whether one or more) the sum of **\$75,000.00**, which loan is evidenced by a note and mortgage dated **OCTOBER 23, 1996**, executed by Borrower in favor of Mortgagee, said mortgage filed and recorded in Book **1996, Page 35804**, in the Office of the Judge of Probate of SHELBY County;

AND WHEREAS, Borrower has requested the Mortgage Company lend to it the sum of **\$168,000** evidenced by a note and mortgage in favor of said Mortgage Company, dated the **29TH** Day of **December, 1998**, and duly recorded in Book ~~1996-35804~~ Page 199-01313 Of the Probate Records of Shelby County, and

WHEREAS, the Mortgage Company has agreed to make said loan to borrower but only if Mortgage Company Mortgage shall be a superior lien to the lien of the Mortgagee.

NOW THEREFORE, in consideration of the premises and for one dollar, the receipt of which is hereby acknowledged, Mortgagee agrees as follows:

1. That the lien of mortgage executed by the Borrower to Mortgagee is and shall be subordinated to the lien of the mortgage executed by the Borrower to the Mortgage Company Mortgage.

2. That the mortgage executed by the Borrower to Mortgagee is and shall be subordinated both in lien and payment to the mortgage executed by the Borrower to the Mortgage Company to the extent that the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above described property.

3. That to the extent the mortgage of the Mortgage Company is, as result of this Subordination Agreement a validly perfect first lien security interest in the above-described property, the lien of the mortgage executed by Borrower to Mortgage Company shall not be affected or impaired by a judicial sale under a judgment recovered under the mortgage made by Borrower to Mortgagee, but any such sale shall be subject to the lien of the said mortgage executed by the Borrower to Mortgage Company as well as any judgment obtained upon the bond or note secured thereby.

01/11/1999-01314
01:08 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 11.00

Inst. # 1999-01314

IN WITNESS WHEREOF, the Mortgagee has hereto set its hand and seal the date first above written.

THE FIRST NATIONAL BANK IN SYLACAUGA

Mark Payne

By: Mark Payne

Title: Executive Vice President

State of Alabama

Shelby County

I, the undersigned authority, a Notary Public in and for said county in said state hereby certify that Mark Payne, whose name as Executive Vice President, of First National America's Bank 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, he/she, acting with full authority executed the same voluntarily on day same bears date for and as act of said corporation.

Given under my hand and seal this the 18th Day of December 1998

Janet P. Krumer

Notary Public

My Commission Expires: 6/16/2002

This instrument prepared by:

Stephen D. Keith
One Chase Corporate Center
Suite 490
Birmingham, Alabama 35244

Inst # 1999-01314

01/11/1999-01314
01:08 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 11.00