

SUBORDINATION AGREEMENT
(Re ~~Instrument~~ **1999-02595**)

01/20/1999-02595
10:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
000 HRS 13.90

STATE OF ALABAMA
Jefferson COUNTY

THIS SUBORDINATION AGREEMENT executed this 11th day of December, 1998, by the undersigned, Leigh C. Thompson ("Holder"),

WITNESSETH THAT

WHEREAS, Holder is the holder and owner of a Mortgage from James C. Thompson and wife, Jan S. Thompson ("Borrower") dated ** April 30, 1996, and recorded in Book 1996, page 14875 in the Office of the Clerk of the District Court of Shelby County, Alabama, ("Existing Mortgage") conveying the real property more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, Borrower has this date borrowed from First Commercial Bank ("Lender") the sum of \$ 50,000.00, secured by a Mortgage conveying said Property, dated of even date herewith, ("Superior Mortgage"); and

WHEREAS, Holder has agreed that the lien of the Superior Mortgage shall be prior and superior to the lien of the Existing Mortgage;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) in hand paid by the Borrower to Holder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Holder, Holder hereby subordinates the lien of the Existing Mortgage to the lien of the Superior Mortgage, so that the Superior Mortgage shall be deemed to convey title to Lender to said Property superior to the Existing Mortgage and superior to the indebtedness secured by said Existing Mortgage. Holder specifically acknowledges and agrees that the priority of the security interests of Holder and Lender in the Property shall be governed by this Subordination Agreement and not by the order in which the Existing Mortgage and the Superior Mortgage are or were filed or recorded. Nothing contained herein or otherwise shall preclude Holder from demanding strict compliance by Borrower with the terms and conditions of the Existing Mortgage, and the instrument(s) evidencing the debt secured thereby, or enforcing its rights thereunder, subject to the terms of this Subordination Agreement. Without the prior written consent of Lender, Holder shall not exercise any collection rights with respect to the Property, will not foreclose under the Existing Mortgage or exercise any power of sale thereunder or to take any other collection action with respect to the Property and Holder's security interest therein.

Lender's rights under the Superior Mortgage may be exercised by Lender without notice to or consent by Holder. Lender may take such action regarding the Borrower, the indebtedness of Borrower to Lender, including, without limitation, extensions, renewals or restructurings of any indebtedness of Borrower to Lender (or the making of additional loans or advances to Borrower), all without notice to or consent of Holder, and without affecting the superiority of Lender's lien on the Property evidenced by this Subordination Agreement.

The subordination of the Existing Mortgage provided for herein: ☐ shall be limited in application to the specific indebtedness of Borrower to Lender described hereinabove and any and all extensions, renewals and refinancings of same, or ☐ shall apply to the specific indebtedness of Borrower to Lender described hereinabove and any and all extensions, renewals and refinancings of same and, in addition, to all other indebtedness of any nature whatsoever of Borrower to Lender whether heretofore or hereafter incurred.

Holder warrants and represents to Lender that Holder shall not transfer or assign the Existing Mortgage or any interest therein unless either (i) Holder has obtained the express prior written consent of Lender, or (ii) such transfer or assignment is specifically made subject to the terms and provisions of this Subordination Agreement and such is acknowledged in writing by the transferee and assignee in recordable form and Holder causes such acknowledgement to be recorded in the real estate records in the Office of the Clerk of the District Court in the county in which the Property is located.

**Amended to increase amount to \$70,000.00 in Instrument #1996-26775, and subordinated by Agreement in Instrument #1998-19046.

This Subordination Agreement shall be binding upon Holder and the heirs, personal representatives, successors and assigns of Holder and shall inure to the benefit of Lender, its successors, assigns, purchasers at foreclosure sale and purchases pursuant to any power of sale contained in the Superior Mortgage.

Holder agrees to execute and deliver to Lender any further documents or instruments as specified by Lender to confirm or acknowledge the subordination of the Existing Mortgage evidenced hereby.

This Subordination Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

IN WITNESS WHEREOF, Holder has duly executed this Subordination Agreement, under seal, after due authorization, the day and year first above written.

HOLDER:

Leigh C. Thompson
By: Leigh C. Thompson

Attest: James Shung

Signed, sealed and delivered
in the presence of:

James A. Corbett
Unofficial Witness
James A. Corbett
Notary Public

HOLDER'S ADDRESS:

4711 N. HUNTWOOD Pt.
BEVERLY HILLS, FLORIDA
34465

My commission expires:

MARCH 25, 1999

[Notary Seal]

THE PROPERTY

Real Estate located in the County of Shelby, State of Alabama.

Street Address (if applicable):

4504 Magnolia Drive
Birmingham, AL 35242

Legal Description:

Lot 49, according to the Map and Survey of The Magnolias at Brook Highland, an Eddleman Community, as recorded in Map Book 13, Page 102, A & B, in the Probate Office of Shelby County, Alabama.

Inst # 1999-02393

**01/20/1999-02393
10:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HNS 13.50**