

MORTGAGE LIEN SUBORDINATION AGREEMENT

STATE OF ALABAMA)

Shelby COUNTY)

KNOW ALL MEN BY THESE PRESENTS, THAT

Whereas, on February 22, 1999, Walter R Reed and wife Pauline S. Reed, (hereinafter referred to as "Mortgagor") did execute in favor of National Bank of Commerce, (hereinafter referred to as the "Mortgagee") an Equity Line of Credit Mortgage which then and does now constitute a lien as recorded in instrument 1998-48198 the Office of the Judge of Probate of Shelby County, Alabama, and said property is described as follows:

Legal description:

Lot 20 according to the survey of Indian Ridge Estates, as recorded in Map book 6 Page 44, in the office of the judge of Probate of Shelby County.

Whereas, the sum of Forty thousand and no/100----- (\$ 40,000.00) is still owed and is the credit limit on the debt secured by such mortgage; and

Whereas, Mortgagor desired to refinance said property through a new term mortgage in favor of South States Mortgage Corporation, (hereinafter referred to as "South States Mortgage Corporation") and to secure such lien by mortgage lien on the above described property, and desires that mortgage lien in favor of Mortgagee be subordinated and made junior to a mortgage lien which Mortgagor desires to effect by executing said mortgage with South States Mortgage Corporation;

Whereas, Mortgagee (in consideration of the fact that their mortgage will be better secured as a second lien on the property) has previously agreed, and are now willing and desirous of executing such documents as is necessary to effect the subordination of their mortgage lien so as to allow Mortgagor to execute a mortgage furnishing a valid first lien in favor of and to South States Mortgage Corporation;

NOW THEREFORE, Mortgagee does hereby subordinate his mortgage lien on the above described land, as established by mortgage, with such mortgage now, by virtue of this document, hereby being made subordinate and junior to the mortgage

1999-08283

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11:50 AM CERTIFIED
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executed by Mortgagor to South States Mortgage Corporation,
on the 22 day of February, 1999, a copy of which
is attached hereto, to secure an indebtedness of
One hundred seven thousand three hundred sixty two and no/100
107,362.00

Be it known, however, that the mortgage in favor of
Mortgagee shall in all other respects remain in full force
and effect and constitute a first valid lien against the
above described property as to all other liens (with the sole
exception of the lien created in favor of South States
Mortgage Corporation).

Mortgagor and Mortgagee warrant that Mortgagee is the
owner of the mortgage.

IN WITNESS WHEREOF, we have herunto set our signatures
and seals this the 22 day of February, 1999.

NATIONAL BANK OF COMMERCE

(Name of Bank)

BY: Mary Jo Hand
ITS: Vice President

STATE OF ALABAMA)

COUNTY)

I, the undersigned, a Notary Public, in and for said
County, in said State, hereby certify that
Mary Jo Hand, whose name as Vice President
of National Bank of Commerce, 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 such instrument, he/she, as such officer
and with full authority, executed the same voluntarily for
and as the act of said Corporation.

Given under my hand and official seal this the 22
day of February, 1999.

J. David L. Rickett
Notary Public

My commission expires:

9-15-99

Inst # 1999-08283

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