

STATE OF ALABAMA)
JEFFERSON COUNTY)

MORTGAGE SUBORDINATION AGREEMENT

This Mortgage Subordination Agreement is entered into as of the 22nd day of February, 1999, by SouthTrust Bank of Alabama, National Association.

Recitals

A. George M. Ritchey and wife, Rosalie N. Ritchey have executed in favor of SouthTrust Bank of Alabama, National Association a Home Equity Mortgage dated May 28, 1997 with a credit limit not to exceed at any one time \$23,000.00, recorded in Instrument No. 1997-19742.

B. George M. Ritchey and wife, Rosalie N. Ritchey are borrowing from the Alliant Mortgage Corporation (hereinafter called the "Mortgage Company") the sum of \$180,000.00 (the "Indebtedness"), and, to secure said Indebtedness, they will execute in favor of the Mortgage Company a mortgage (the "Mortgage") in the principal amount of \$180,000.00 covering real estate (the "Real Estate") the legal description of which is:

Lot 63, according to the Survey of Quail Run as recorded in Map Book 7, Page 22, in the Office of the Judge of Probate of Shelby County, Alabama, source of Title Book 60, Page 449.

C. In order to induce the Mortgage Company to make the aforesaid loan to George M. Ritchey and wife, Rosalie N. Ritchey, SouthTrust Bank of Alabama, National Association, has agreed to subordinate this mortgage with respect to the real estate set out above.

Agreement

NOW, THEREFORE, in consideration of the premises and the sum of \$1.00 in hand paid by the Mortgage Company to SouthTrust Bank of Alabama, National Association, the receipt and sufficiency of all of which are hereby acknowledged by SouthTrust Bank of Alabama, National Association, does hereby consent and agree that, with respect to said real estate, the mortgage held by SouthTrust Bank of Alabama, National Association, and the lien thereof, SouthTrust Bank of Alabama, National Association's right, title and interest in and to the real estate is and shall be subject and subordinate to the mortgage of the Mortgage Company. Except with respect to this express subordination concerning the real estate, SouthTrust Bank of Alabama, National Association's mortgage and the indebtedness secured thereby shall remain in full force and effect, except that the lien secured by SouthTrust Bank of Alabama's Equity Line Mortgage shall not exceed at any one time the amount of Twelve Thousand and No/100 (\$12,000.00) Dollars. George M. Ritchey and wife, Rosalie N. Ritchey have agreed to this reduction in their Equity Line by the

03/02/1999-08441
08:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DDE HHS 11.00

02/18/99 17:06 NO. 168 02/03
Feb 18 1999 17:06 NO. 168 02/03

Fax: 205-271-5111

Inst # 1999-08441

acceptance of this agreement as shown by their signatures.

IN WITNESS WHEREOF, the undersigned, SouthTrust Bank of Alabama, National Association,, herewinto set its hand and seal this 19 day of February, 1999.

SOUTHTRUST BANK OF ALABAMA,
National Association

By: Stephen A. Perie
Its Asst. Vice Pres.

Acceptance of Reduction of
Equity Line Limit to \$12,000.00:

George M. Ritchey
George M. Ritchey

Rosalie N. Ritchey
Rosalie N. Ritchey

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Stephen A. Perie whose name as Asst. VP of SouthTrust Bank of Alabama, National Association, is signed to the foregoing agreement, and who is known to me, acknowledged that, being informed of the contents of the agreement, he, 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 19th day of February, 1999.

Sybil D. Cummings
NOTARY PUBLIC SYBIL D. CUMMINGS
My Commission Expires: MY COMMISSION EXPIRES 9-25-02.

This instrument was prepared by:
Ferris S. Ritchey, III
Ritchey & Ritchey, P.A.
1910 28th Avenue South
Birmingham, Alabama 35209
Telephone: 205/271-3100

Inst # 1999-08441
03/02/1999-08441
08:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MRS 11.00