

**AmSouth Bank**  
**Real Estate Subordination Approval**

To: AmSouth  
Attn: Holli  
From: Bonnie Simpson  
Date: May 12, 1999  
RE: Customer: George E. Hyde & Patsy B. Hyde  
Equity Acct Number: 5299070499026088  
New Mortgage Company: AmSouth

**ACCOUNT STATUS:**

Date Opened: 07-21-93  
Current Limit: 150,000  
Balance: 30,007.46  
New Limit (if applicable): NA  
Beacon Score: 822  
New 1st Mtg. Bal. : 140,000  
Amount Due: NA

**APPROVED:**

AmSouth agrees to subordinate the above reference Equity Line/Loan to the Mortgage Company referenced above, subject to the terms listed above, as well as the documentation required below.

\_\_\_\_\_ The Line of Credit limit is being lowered due to AmSouth's Loan to Value policy. Please deliver a hard copy\* of the attached Amendment to Equity Line of Credit Agreement to be executed by the borrower(s) and return to my attention along with certified funds, if applicable, to ensure the balance does not exceed the new limit.

XX Please deliver a hard copy\* of the attached Subordination Agreement to the closing attorney/agent to be recorded in the county records and return to my attention.

\_\_\_\_\_ Other:

\*Hard copy mailed first class on today's date, shown above.

**DECLINED:**

AmSouth does not agree to subordinate the above referenced Equity Line/Loan to the Mortgage Company referenced above, due to AmSouth Loan to Value policy.

If you have any questions or problems, please feel free to contact me.  
Phone (800) 896-6513, Fax (205) 560-3728 and mailing address is as follows:

AmSouth Bank  
Attn: Bonnie Simpson  
P.O. Box 830721  
Birmingham, Alabama 35283

Inst # 1999-29099

07/12/1999-29099  
10:04 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CRH 11.00

## Subordination Agreement

THIS AGREEMENT is made and entered into on this 12 day of May 1999, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of AmSouth, its successors and assigns (hereinafter referred to as "Lender").

### RECITALS

AmSouth loaned to George E. Hyde & Patsy B. Hyde (the "Borrower", whether one or more) the sum of \$150,000. Such loan is evidenced by a note dated 07-21-93, executed by Borrower in favor of AmSouth, which note is secured by a mortgage, deed of trust, security deed, deed to secure debt, or other security agreement dated 08-12-93, and recorded in Mortgage Book 1993 amended 1996 at Page 23913 amended 41453, in the public records of Shelby County, Alabama (the "AmSouth Mortgage"). Borrower has requested that Lender lend to it the sum of \$140,000, which loan will be evidenced by a promissory note in such amount dated, and executed by Borrower in favor of Lender (the "Note"). The Note will be secured by a mortgage of the same date as the Note (the "Mortgage"). Lender and Borrower have requested that AmSouth execute this instrument.

### AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, AmSouth agrees that the Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien or charge of the AmSouth Mortgage to the extent the Mortgage secures the debt evidenced by the Note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions, and to the extent of advances made under the Note or the Mortgage necessary to preserve the rights or interest of Lender thereunder, but not to the extent of any other future advances.

IN WITNESS WHEREOF, AmSouth has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

AmSouth Bank

By: John Corey  
Its: 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 John Corey whose name as VP of AmSouth Bank, 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 said instrument, 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 12 day of May, 1999

Jennifer Seymour  
Notary Public

My commission expires: 3/17/01

NOTARY MUST AFFIX SEAL

This Instrument Prepared by:  
Bonnie Simpson  
P.O. Box 830721  
Birmingham, AL 35283  
Acct: 5299070499026088

Inst # 1999-29099

07/12/1999-29099  
10:04 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CRH 11.00