

SUBORDINATION AGREEMENT

This Agreement made this date by and between The Bank (herein called First Party), and Hibernia National Bank (herein called Second Party).

Whereas, First Party is the owner and holder of that certain mortgage recorded in Instr 2000/17972 executed by Jarrett Keith Lee and Jane Wade Lee in the Probate Office of Shelby County, Alabama, which mortgage encumbers the property described as follows:

Lot 813, according to the Survey of Eagle Point, 8th Sector, 1st Phase, as recorded in Map Book 24, Page 127 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Whereas, the Second Party will not make the said loan unless the First Party subordinates its mortgage to that mortgage to the Second Party.

Now therefore in consideration of One Dollar and other good and valuable consideration, the Parties hereto agree as follows:

The First Party, The Bank, consents and agrees that the lien of its mortgage recorded in Instr. #2000/17972 is and shall continue to be, subject and subordinate in lien to the lien of the mortgage in the amount of \$231,200 being made to the Second Party, Hibernia National Bank, which mortgage is recorded in Instr. #2000/18037 the said Probate Office.

Done this 30th day of May, 2000.

THE BANK

BY:

David F. Mays
Its S.V.P.

STATE OF ALABAMA)

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David F. Mays whose name as S.V.P., of THE 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 the 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 the 30th day of May, 2000.

Conne Jarrett Spaulman
Notary Public

Inst # 2000-18644

06/06/2000-18644

10:34 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

001 NWS

8.50

TOTAL P.02