

SUBORDINATION AGREEMENT

This Agreement is made and entered into on this 2 day of January, 2001, by AmSouth Bank in favor of AmSouth Bank, its successors and assigns:

Legal Description: Lot 17-A, according to A Resurvey of Lots 12 through 27, and Green Area, Phase I, Amberley Woods, 3rd Sector, as recorded in Map Book 23, Page 146, in the Probate Office of Shelby County, Alabama ; being situated in Shelby County, Alabama

WHEREAS, Dawn Brown did execute a Mortgage to AmSouth Bank in the sum of \$78,400, dated June 27, 2000 covering the property located in Shelby County, Alabama, described above and made a part hereof which Mortgage was recorded in the Judge of Probate Shelby County recorded in Instrument #2000-22479; and

WHEREAS, Dawn Brown did execute a Mortgage to AmSouth Bank in the sum of \$19,600.00, dated June 27, 2000, covering the property located in Shelby County, Alabama, described above; and made a part hereof which Mortgage was recorded in the Judge of Probate Shelby County recorded in Instrument #2000-22478; and

WHEREAS, AmSouth Bank made a loan in the sum of \$78,400.00, recorded in Instrument #2000-22479 and it shall be and remain a lien or charge on the property described above; prior to and superior to the Mortgage from AmSouth Bank in the sum of \$19,600.00, recorded in Instrument #2000-22478; and

WHEREAS, AmSouth Bank made a loan in the sum of \$78,400.00, recorded in Instrument #2000-22479 and this is a lien prior to and superior to the lien of the Mortgage to AmSouth Bank in the sum of \$19,600, recorded in Instrument #2000-22478, and provided AmSouth Bank will specifically and unconditionally subordinate the lien of its Mortgage in the sum of \$19,600.00, recorded in Instrument #2000-22478, described above to the Mortgage to AmSouth Bank, in the sum of \$78,400.00, recorded in Instrument #2000-22479

NOW, THEREFORE, in consideration of the premises and other valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. **SUBORDINATION:** The Mortgage securing the Note in favor of AmSouth Bank in the sum of \$78,400, referred to above, and any renewals or extensions of same, and the Note secured thereby, shall be and remain at all time a lien on the property described above prior to and superior to the lien of the Mortgage from Dawn Brown to AmSouth Bank in the sum of \$19,600.00.
2. **ACKNOWLEDGMENT OF SUBORDINATION:** AmSouth Bank hereby acknowledges and specifically waives, relinquishes, and subordinates the priority and superiority of its Mortgage in the sum of \$19,600 upon the property described above to AmSouth Bank in the sum of \$78,400, and it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, loans and advances are being made and will be made, AmSouth Bank acknowledges that loans and advances under the loans would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.
3. **BINDING EFFECT:** This agreement shall inure to the benefit and be binding upon the legal representatives, heirs, devisees, successors, and assigns of the parties.

Inst # 2001-01268

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SHELBY COUNTY JUDGE OF PROBATE

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first written above.

AmSouth Bank

By: [Signature] [SEAL]
Its: N.P.

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Linda J. Bogus, whose name as John Corley of AmSouth Bank, 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 as the act of said bank.

Given under my hand and official seal this 8 day of January, 2001.

[Signature]
NOTARY PUBLIC
My Commission Expires: _____ MY COMMISSION EXPIRES
[NOTARY SEAL], 2002

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