

## SUBORDINATION AGREEMENT

Whereas, the said party of the **Fox Alarm Co., Inc.**, now owns and holds the following mortgage or note secured thereby: UCC Lien dated the 4 day of December, 2000, made by **Adrienne Alexander** to **Fox Alarm Co., Inc.**, in the principal sum of Five hundred sixty nine and no/100 Dollars (\$ 599.00 ) and recorded in Instrument Number: 2000/41588, in the office of the Judge of Probate of Jefferson County, Alabama, covering premises described as follows:

Lot 802, according to the Survey of Eagle Point, 8<sup>th</sup> Sector, Phase 1, as recorded in Map Book 24, Page 127 A & B, Jefferson County, Alabama.

Whereas, the present owner of the premises hereinafter mentioned desires to execute a first mortgage to **New South Federal Savings Bank**, to secure the principal sum of **Two Hundred Twenty Two Thousand and 00/100 Dollars (\$222,000.00)** and interest, covering the above-referenced premises; and

Whereas, **New South Federal Savings Bank**, has refused to accept said mortgage unless said UCC Lien held by **Fox Alarm Co., Inc.**, be subordinated in the manner hereinafter mentioned;

Now therefore, in consideration of \$1.00 paid to **Fox Alarm Co., Inc.**, the receipt whereof is hereby acknowledged, **Fox Alarm Co., Inc.**, hereby covenants that said mortgage held by **Fox Alarm Co., Inc.**, be and shall continue to be subject and subordinate in lien to the lien of said mortgage for \$222,000.00 and plus interest delivered to **New South Federal Savings Bank**, and to all advances heretofore made or which hereafter may be made thereon (including but not limited to all sums advanced for the purpose of paying brokerage commissions, consideration paid for making the loan, mortgage recording tax, documentary stamps, fee for examination of title, surveys, and any other disbursements and charges in connection therewith) to the extent of the last mentioned amount and interest, and all such advances may be made without notice to **Fox Alarm Co., Inc.**, and to any extensions, renewals and modifications thereof.

Inst # 2001-08598

03/12/2001-08598  
11:41 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NEL 14:00

This agreement may not be changed or terminated orally. This agreement shall bind and enure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

In Witness Whereof, Fox Alarm Co., Inc., has duly executed this 12 of February, 2001.

Fox Alarm Co., Inc.

By:

Sandra M Fall

Its:

Bookkeeping - Agent

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that Sandra McFall whose name as Bookkeeping Agent of Fox Alarm Co., Inc., a municipal 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and Official seal this 12th day of February, 2001.

Notary Public

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 27, 2002  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

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