

## SUBORDINATION AGREEMENT

STATE OF ALABAMA)

12/04/2001-52544

JEFFERSON COUNTY)

01:40 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 CH

14.00

The undersigned is the holder and owner of a certain Real Estate Mortgage made by George F. Thompson and wife, Linda H. Thompson, (hereinafter designated as the "Borrower") in favor of SouthTrust Bank, dated October 25, 2000, and recorded in Instrument 2001, Page 1275, in the Probate Office of Jefferson County, Alabama, which was made to secure an indebtedness of \$100,000.00. Said property being described as follows:

**Lot 36, according to the Survey of Cobblestone Square, as recorded in Map Book 16, Page 153, in the Probate Office of Shelby County, Alabama.**

The said Borrowers have applied for a loan in the sum of \$145,000.00 to be secured by a first mortgage lien conveying said property to SouthTrust Mortgage Corporation. (hereinafter designated as the "Lender"), and the proceeds of said loan will be used to satisfy in full the present first mortgage lien indebtedness in favor of SouthStates Mortgage Corporation, which is recorded in Instrument 1993, Page 32016, in the Probate Office of Shelby County, Alabama and assigned to Atlantic Mortgage & Investment Corporation by Instrument recorded in 1998, Page 31366. The Lender has declined to make such loan unless the Mortgage to the undersigned shall be subordinated to said new loan and the mortgage securing same.

**NOW THEREFORE**, in consideration of One Dollar (\$1.00) in hand paid by the said Borrowers to the undersigned, and in consideration of the consummation of said loan in reliance upon this instrument, the undersigned hereby waives and subordinates all right, title and interest under the said Mortgage as set forth above or otherwise, in or to the property therein described, as against said loan to be made by the Lender, so that the first mortgage to be executed by the said Borrowers to the Lender shall convey title to said property superior to the mortgage of the undersigned and superior to the indebtedness thereby secured. This Subordination Agreement shall be binding upon the heirs, assigns and successors of the undersigned, and shall operate to the benefit

Inst # 2001-52544

of the grantee in the first mortgage, the successors and assigns of said grantee, and any purchaser at any foreclosure sale thereunder, and shall apply with like force and effect to any renewal thereof.

The Mortgage now held by the undersigned shall remain otherwise in full force and effect, the waiver and subordination herein provided being limited in application to the proposed loan herein set forth, or any renewal thereof.

WITNESS the hand and seal of the undersigned this 29 day of October, 2001.

SouthTrust Bank

By: Stephen A. Pierce  
Its: Asst Vice President

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. Pierce, whose name as Asst Vice Pres. of SouthTrust Bank, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she 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 29 day of October, 2001.

Linda F. Meyer

Notary Public

MY COMMISSION EXPIRES MAY 30, 2006.

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

Inst # 2001-52544

12/04/2001-52544  
01:40 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CH 14.00