

## Mortgage Lien Subordination Agreement

STATE OF ALABAMA  
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, That Gentry O Shows and spouse  
Janice D Shows

Whereas, on March 6, 2000 (hereinafter referred to as "Mortgagor" did execute in favor of Colonial Bank, Hereinafter referred to as "Mortgagee" a mortgage which then and does now constitute a Lien as recorded in Instrument#2000 -10204 on 3/30/00, in the Office of the Judge of Probate of Shelby County, Alabama, and said property is described as follows:

Lot 16, according to the Survey of Hearthwood, As Recorded in Map Book 16, Page 27,  
In the Office of the Judge of Probate of Shelby County, being situated in Shelby  
County, Alabama.

Whereas, the sum of Twenty-five thousand Dollars and no cents \$25,000.00 Dollars is still owed  
on the debt secured by such mortgage and

Whereas, Mortgagor desire to refinance the existing first mortgage on said property through a New  
term mortgage in favor of Mortgage South and to secure such loan by mortgage  
lien on the above described property, and desires that mortgage lien in favor of Mortgagee be  
subordinate and made junior to a mortgage lien which Mortgagor desires to effect by executing  
said mortgage with Colonial Bank.

Whereas, Mortgagee (in consideration of the fact that their mortgage will be better secured as a  
second lien on the property) has previously agreed, and are now willing and desirous of executing  
such document as is necessary to effect the subordination of their mortgage lien so as to allow  
Mortgagor to execute a mortgage furnishing a valid first lien in favor of and to  
Colonial Bank.

Now, therefore, Mortgagee does hereby subordinate his mortgage lien on the above described  
property, as established by mortgage, with such mortgage now, by virtue of this document,  
hereby made subordinate and junior to the mortgage executed by Mortgagor to Gentry O  
Shows and Janice D Shows which mortgage is being recorded simultaneously with this agreement,  
to secure an indebtedness of  
One hundred seventy-four thousand four hundred and 00/100----- DOLLARS. \$174,400.00

Be it known, however, that the mortgage in favor of Mortgagee shall in all other respects remain  
in full force and effect and constitute a first valid lien against the above described property as to  
all other Liens (with the sole exception of the lien created in favor of Colonial Bank.  
Mortgagor and Mortgagee warrant that Mortgagee is the owner of the mortgage.

I

12/06/2001-53165  
04:11 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MEL 14.00

Inst # 2001-53165

STATE OF ALABAMA  
COUNTY OF SHELBY

12/06/2001-53165  
04:11 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MEL 14.00

In witness whereof, we have hereunto set our signatures and seals this 19th  
day of NOV. 2001.

Colonial Bank

*Cheryl Hill*  
Its: Branch Manager

Inst # 2001-53165

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that JANICE D. Shows whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of the foregoing instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 19th day of NOV.  
2001.

*Janice D. Shows*  
11-28-01

*Rosa Jane Will*

MY COMMISSION EXPIRES  
FEB. 18, 2004

Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Gentry O. Shows whose name as \_\_\_\_\_ of Colonial Bank, is signed to the foregoing instrument, and who is known to me, acknowledge before me on this day that, being informed of the contents of such 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 19th day of NOV. 2001.

*Gentry O. Shows*

*Rosa Jane Will*

Notary Public  
My Commission Expires

MY COMMISSION EXPIRES  
MY COMMISSION EXPIRES  
FEB. 18, 2004