

Mortgage Lien Subordination Agreement

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, That Garry W Stricklin and Zelda Stricklin

Whereas, on April 3, 1999 (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#1999-16443 on 4/19/99, in the Office of the Judge of Probate of Shelby County, Alabama, and said property is described as follows:

Lot 17, according to the Map and Survey of Eagle point, 12th Sector, As Recorded in Map Book 22, Page 43B. In the Office of the Judge of Probate of Shelby County, being situated in Shelby County, Alabama.

Whereas, the sum of Twenty-thousand Dollars and no cents \$20,000.00 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 Guarantee Residential Lending Inc. 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 Garry W Stricklin Zelda Stricklin and which mortgage is being recorded simultaneously with this agreement, to secure an indebtedness of

Two hundred four thousand and 00/100----- DOLLARS. \$204,000.00

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

12/06/2001-53167
04:13 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 14.00

Inst # 2001-53167

STATE OF ALABAMA
COUNTY OF SHELBY

In witness whereof, we have hereunto set our signatures and seals this 30th
day of Nov. 2001.

Colonial Bank
Cheryl Hitt
Its: Branch Manager

Inst # 2001-53167

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Doug W. Stricklin & Zelda S. Stricklin, 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 30 day of November
2001 2001.

Doug W. Stricklin
Zelda S. Stricklin
Notary Public *Shelby Humber*
My Commission Expires: July 5, 2005

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Cheryl Hitt whose name as Branch Sales Mgr. 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 30th day of Nov 2001.

Risa Jane Will
Notary Public
My Commission Expires

12/06/2001-53167
04:13 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 14.00

MY COMMISSION EXPIRES
FEB. 18, 2004