

6770

## SUBORDINATION AGREEMENT

THIS AGREEMENT, made and entered into this 17 day of December, 19-2001 by and between First Federal Savings Bank (hereinafter called "Lender #1") and First Heritage Mortgage Company (hereinafter called "Lender #2").

WHEREAS, Lender # 1 is the owner and holder of a Mortgage, (hereinafter called "Mortgage #1"), executed by Jeffrey V. and Lisa C. Williams

dated 6/28/2001, 19-, recorded 7/12/2001, -19-, in Book 2001, Page 29043, of the Shelby County records which was given as security for a Promissory Note of even date in the sum of \$35,000.00; and

WHEREAS, Lender #2 has agreed to make a loan to Jeffrey V. and Lisa C. Williams (hereinafter "Debtor" whether one or more), in the sum of \$ 254,700.00 provided it is secured by a Mortgage, (hereinafter "Mortgage #2"), which has priority over the Mortgage #1, encumbering certain property located in the County of Shelby, State of Alabama, more particularly described as follows:

Lot 420-A Old Cahaba, Lakewood sector, as recorded in map book 26, page 43, in the Probate Office of Shelby County.

NOW, THEREFORE, in consideration and in order to induce Lender #2 to make the aforescribed loan, it is hereby agreed as follows:

1. Lender #1, as the owner and holder of mortgage #1, does hereby subordinate Mortgage #1 to the lien of the Mortgage #2 which has or will be security for a Promissory Note in the sum of \$ 254,700.00 and executed, or to be executed, by Debtor.
2. Lender #1 agrees that the lien of Mortgage #1 is junior and inferior to the lien of Mortgage #2 up to \$ 254,700.00 which amount is or will be used for: First Mortgage refinance

notwithstanding the fact that by reason of the recordation thereof prior to the recordation of Mortgage #2, Mortgage #1 would otherwise under the laws of the State of Alabama, have a senior and prior lien.

3. In the event of a default by Debtor under the loan documents evidencing the loan from Lender #2, Lender #2 agrees, prior to exercising its rights of acceleration thereunder, to give written notice to Lender #1 describing the default and setting forth what payment or action is required to cure said default and Lender #1 shall have a period of 30 days following receipt of said notice in which to effect such a cure.

01/04/2002-00781  
11:22 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
601 982 7555 MEI 14.00

Page 2 Subordination Agreement

LENDER #1:

[Signature]  
Secretary

By: B.K. Goodwin III  
President or Vice President

LENDER #2:

\_\_\_\_\_  
Secretary By: \_\_\_\_\_  
President or Vice President

STATE OF Alabama SS  
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 17th day of December, 192001 by B.K. Goodwin, III as President of First Federal Savings Bank corporation.

[Signature]  
Notary Public

My Commission Expires: MY COMMISSION EXPIRES JANUARY 24, 2004

STATE OF \_\_\_\_\_ SS  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ corporation.

\_\_\_\_\_  
Notary Public

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

Inst # 2002-00781

01/04/2002-00781  
11:22 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PRODATE  
002 MEL 14.00

TOTAL P.03  
P.03