

# SUBORDINATION AGREEMENT

THIS MORTGAGE SUBORDINATION AGREEMENT is made and entered into by SouthTrust Bank, National Association and among (hereinafter referred to as the "First Party" and Commercial Federal Mortgage Corporation, and/or assigns (hereinafter referred to as the "Second Party", which terms "First Party" and "Second Party" shall include, whenever the context admits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties;

## WITNESSETH:

WHEREAS, William A. Blankenship, a single man did execute a mortgage to the First Party covering the real property described in Exhibit "A" dated , securing the original principal sum of Two Hundred Sixteen Thousand dollars & no cents, (\$216,000.00), together with interest payable as therein provided, said mortgage being recorded in Book 2002 Page 13171, ET SEQ. of the public records of Shelby County, Alabama (hereinafter referred to as the "First Mortgage"); and

WHEREAS, William A. Blankenship, a single man have executed, or are about to execute, a mortgage to the Second Party covering the real property described in Exhibit "A" dated securing the original principal sum of \$216,000.00, together with interest payable as therein provided, said mortgage being recorded under Clerk's Number of the Public Records of Shelby County, Alabama (hereinafter referred to as the "Second Mortgage"); and

WHEREAS, the Parties have reached certain agreements in connection with the relationship of the First Mortgage and the Second Mortgage as hereinafter more particularly set forth.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, receipt and adequacy of which is hereby acknowledged, the First Party does hereby agree that the lien of the First Mortgage as to the real property described in Exhibit "A" shall be, and is hereby made subject, subordinate and inferior to the lien of the Second Mortgage. Provided, however, that this subordination is only to the extent not to exceed \$216,000.00 together with interest thereon which may be secured by the Second Mortgage in respect of said real property and to the extent funds in excess of that amount may be secured by the Second Mortgage, such excess amount shall be deemed secured by a lien inferior to that of the First Mortgage.

IN WITNESS WHEREOF, this Subordination Agreement has been executed and delivered

Signed, Sealed and Delivered  
in the presence of:

SouthTrust Bank

By: Stephen A. Pierce

Stephen A. Pierce Asst. Vice Pres.

Address:

234 Goodwin Crest Dr.

Birmingham, AL 35209

State of Alabama

County of Jefferson

The foregoing instrument was acknowledged before me this 4 day of March, 2002  
by Stephen A. Pierce its Asst. Vice Pres.

with full authority and on behalf of.

Linda J. Myers

Notary Public

MY COMMISSION EXPIRES MAY 30, 2005.

Inst # 2002-13172

03/20/2002-13172  
11:47 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MSB 11.00