

WHEN RECORDED RETURN TO :

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## MORTGAGE LIEN SUBORDINATION AGREEMENT

STATE OF ALABAMA  
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, That Ricky D. Tunnell and Stephanie Z. Tunnell.

WHEREAS, on March 8, 2001 (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 Number 2001-14968, in the Office of the Judge of Probate of Shelby County, Alabama said property is described as follows:

Lot 53, according to the Survey of Chandalar South, First Sector, as recorded in Map Book 5, Page 106, in the Probate Office of Shelby County, Alabama.

WHEREAS, the sum of (\$8,852.48) Eight Thousand Five Hundred and fifty-two and 48/100 (with a limit of \$14,500) **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 Coates and Company and to secure such loan by mortgage lien on the above described property, and desires that mortgage lien in favor of Mortgagee be subordinated and made junior to a mortgage lien which Mortgagor desires to effect by executing said mortgage with Coates and Company.

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 Coates and Company.

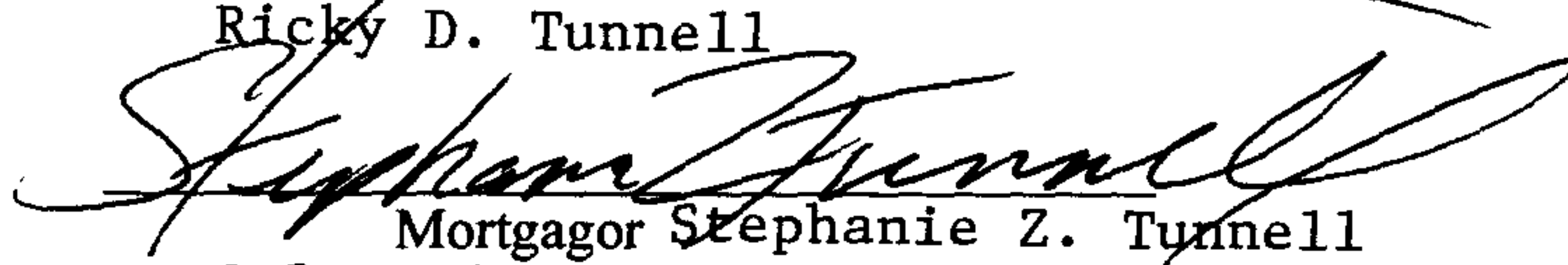
NOW, THEREFORE, Mortgagee does hereby subordinate his mortgage lien on the above described property, as established by mortgage, with such mortgage now, by virtue of this document, hereby made subordinate and junior to the mortgage executed by Mortgagor to Coates and Company and which mortgage is being recorded simultaneously with this agreement, to secure an indebtedness of (\$119,200.00) One Hundred and Nineteen Thousand Two Hundred DOLLARS.

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 Coates and Company).

Mortgagor and Mortgagee warrant that Mortgagee is the owner of the mortgage.

IN WITNESS WHEREOF, we have hereunto set our signatures and seals this 26th day of July, 2002.

  
Mortgagor  
Ricky D. Tunnell

  
Mortgagor Stephanie Z. Tunnell  
Colonial Bank

By: Dawn A. Bell

Its: Branch Sales Manager



STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Ricky D Tunnell and Stephanie Z. Tunnell, 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 26th day of July, 2002.

  
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Notary Public William H. Halbrooks  
My Commission Expires: 4/21/04

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Dawn Bell whose name as Branch Sales Manager of Colonial Bank, is signed to the foregoing instrument, and who is known to me, acknowledged 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 26th day of July, 2002.

  
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Notary Public  
My Commission Expires: 4-26-04