

STATE OF ALABAMA

SHELBY COUNTY

MORTGAGE SUBORDINATION AGREEMENT

This Agreement Made in the City of Tuscaloosa, County of Tuscaloosa, State of Alabama, on this the 24th day of JULY, 2002 by and between First Federal Bank, and **BROOKE T. LOTT AND WIFE, CINDY C. LOTT.**

W-I-T-N-E-S-S-E-T-H:

Whereas **BROOKE T. LOTT AND CINDY C. LOTT**, as owners of the following described real property located in **SHELBY** County, Alabama, to-wit:

**LOT 1, IN BLOCK 12, ACCORDING TO THE SURVEY OF BROKEN BOW SOUTH, AS RECORDED IN MAP BOOK 11, PAGE 82, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.**

Whereas, First Federal Bank, is the owner of a mortgage recorded in **INSTRUMENT # 2002 at 0718 000335980** in the Probate Office of **SHELBY** County, Alabama covering the real property described above, and First Federal Bank is also the owner of the promissory note described in said mortgage, and,

Whereas, First Federal Bank has made a loan on such premises and upon the condition that the said First Federal Bank shall subordinate the evidenced by the note and mortgage executed by first Federal Bank.

NOW THEREFORE, in consideration of the sum of One Dollar in hand paid each of the parties hereto to the other, the receipt hereof is hereby acknowledged and of other good and valuable consideration, and in order to induce First Federal Bank to make the said loan and to subordinate the said mortgage of First Federal Bank, it is mutually agreed as follows:

1. That First Federal Bank consents to and with First Federal Bank, that the lien of it's mortgage as hereinabove referenced, is now, and shall continue to be subject and subordinate to the lien of the mortgage made to First Federal Bank, in the amount of **\$151200.00**, dated the 24<sup>th</sup> day of July 2002, and recorded in the Probate Office of **SHELBY** County, Alabama, **INSTRUMENT # \***, at Page \_\_\_\_\_, and to all advances heretofore made thereon (and all such advances may include all fees, expenses and disbursements incurred for all incidents in procuring, placing and recording said mortgage), provided all such advances do not exceed the sum of **\$151200.00**.

2. That this Agreement shall be binding upon and secure the parties hereto and their respective heirs, legal representatives, successors and assigns, and shall inure to the benefit of First Federal Bank, it's successors and assigns.

IN WITNESS WHEREOF, all parties to the Agreement have caused this Agreement to be signed, thereunto duly authorized, duly attested all on this the \_\_\_\_\_ TH day of July, 2002.

First Federal Bank -

By \_\_\_\_\_

It's \_\_\_\_\_

ATTEST

By \_\_\_\_\_

It's \_\_\_\_\_

STATE OF ALABAMA

Tuscaloosa COUNTY

On this the 24th day of July, 2002, I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ronnie Morrow, whose name as Vice President, of First Federal Bank, is signed to the foregoing instrument, and who is known to me, acknowledged before that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said corporation.

Given under my hand and official seal this the 24th day of JULY, 2002.

My commission expires: MY COMMISSION EXPIRES SEPT. 18, 2002

Notary Public