

**Subordinate Agreement**

This Subordination of Mortgage is executed this 29<sup>th</sup> day of August 2002 by **Heritage Bank**.

**Witnesseth**

WHEREAS, **Heritage Bank** is the owner and holder of that certain mortgage in the amount of **Fifty-Two Thousand Five Hundred Dollars (\$52,500.00)** from **Brett A. Maddux and Kayce P. Maddux** recorded on **June 25, 2002** in **Instrument Number 200206250000299280 pg 1/5**, in the Probate Office of **Shelby County, Alabama**, said property being more particularly described as follows:

**Lot 10, according to the Survey of Cove of Greystone Phase I, as recorded in Map Book 26, Page 39, in the Probate Office of Shelby County, Alabama.**

WHEREAS, **Countrywide Home Loans** has made a mortgage loan in the amount of **Four Hundred Thirty Thousand Dollars (\$430,000.00)** to **Brett A. Maddux and Kayce A. Maddux** recorded on X 9/6/02 in Instrument Number X 20020906000426400 in the Probate Office of **Shelby County, Alabama**, said loan secured by a mortgage which encumbers the above described real property.


WHEREAS, **Countrywide Home Loans** a condition for making a first mortgage loan requires **Heritage Bank** to subordinate the lien of its mortgage to the lien of **Countrywide Home Loans**, and **Heritage Bank** has agreed to do so.

NOW THEREFORE, for and in consideration of the premises hereof and of mutual advantages and benefits accruing to the parties hereto, **Heritage Bank** does hereby covenant, consent and agree to and with **Countrywide Home Loans** that the lien of **Heritage Bank** shall be and the same is hereby made subordinate, inferior and subject in every respect to the lien of **Countrywide Home Loans**, which encumbers the above described property provided, however, that the subordination is limited to the amount of **Fifty-Five Thousand Five hundred Dollars (\$52,500.00)**.

IN WITNESS WHEREOF, this agreement is executed the day and year first written above.

Signed, sealed and delivered in the presence of:

**HERITAGE BANK**

BY:   
Michael R. Washburn  
ITS: President

(STATE OF ALABAMA)  
(JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Michael R. Washburn** whose name as **President** of **Heritage Bank**, is signed to the foregoing instrument, and who is know to me, acknowledged before me on this day, that being informed of the content of said instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 29<sup>th</sup> day of August 2002.

Notary Public:   
My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 15, 2005  
BONDED THRU NOTARY PUBLIC UNDERWRITERS