

Mortgage Lien Subordination Agreement

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, That Frank J Traffica and Connie M Traffica whereas, on August 26, 2002 (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# 20020910000439870 on 9/10/02 , in The Judge of Probate of Shelby County, Alabama, and said property is described as follows:
497 Talon Court Birmingham Al 35242
As recorded in Judge of Probate Shelby County 9/10/2002
20020910000439870 Pg 1thru 6 Filed 9/10/02

Whereas, the sum of Thirty five thousand Dollars and no cents \$35,000.00 Dollars is still owed on the debt secured by such mortgage and Colonial Bank.

Whereas, Mortgagor desire to refinance the existing first mortgage on said property through a New term mortgage in favor of New South Federal and to secure such loan by mortgage Frank J Traffica and Connie M Traffica lien on the above described property, and desires that Mortgage lien in favor of New South Federal subordinate and made junior to a mortgage lien which Mortgagor said mortgage with Colonial Bank.

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 Colonial Bank.

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 which mortgage is being recorded simultaneously with this agreement, to secure an indebtedness of
Ninety-two thousand and 00/100----- DOLLARS. \$92,000.00

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

STATE OF ALABAMA
COUNTY OF SHELBY

In witness whereof, we have hereunto set our signatures and seals this 12/13/02

Colonial Bank

Cheryl Hitt

Its: Branch Sales Manager

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that _____, 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 _____ day of _____
_____2002.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Cheryl Hitt whose name as Branch Sales Manager of Colonial Bank, is signed to the foregoing instrument, and who is known to me, acknowledge 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 2nd December of 2002.

Notary Public
My Commission Expires:

Christy Hamilton

12-21-03