

SUBORDINATION AGREEMENT

H030415079CB

THIS MORTGAGE SUBORDINATION AGREEMENT is made and entered into by **Heritage Bank** and among (hereinafter referred to as the "First Party") and **Homctown Mortgage Services, Inc.**, and/or assigns (hereinafter referred to as the "Second Party");

WITNESSETH:

WHEREAS, Brian Cook and wife, Shonda R. Cook did execute a mortgage to the First Party covering the real property described as follows:

Lot 4, according to the Survey of Tara subdivision, Sector Two, as recorded in Map Book 24, page 123, in the Probate Office of Shelby County, Alabama;

And dated April 12, 2001, securing the original principal sum of **Eighty Eight Thousand and No/100 Dollars (\$88,000.00)**, together with interest payable as therein provided, said mortgage being recorded in Instrument No. 2001-15914, of the public records of Shelby County, Alabama (hereinafter referred to as the "First Mortgage"); and

WHEREAS, Brian Cook and wife, Shonda R. Cook have executed, or are about to execute, a mortgage to the Second Party covering the real property described above and dated 1-22-03, securing the original principal sum of **Three Hundred Twenty Two Thousand Seven Hundred and No/100 Dollars (\$322,700.00)**, together with interest payable as therein provided, said mortgage being recorded Instrument No. 20030129000056220 of the Probate Office 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 above 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 **\$322,700.00**, 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 on this 21 day of January, 2003.

Heritage Bank

BY: George C. Pelekis

its

Vice PresidentState of AlabamaCounty of Jefferson

20030129000056210 Pg 1/1 11.00
Shelby Cnty Judge of Probate, AL
01/29/2003 15:51:00 FILED/CERTIFIED

The foregoing instrument was acknowledged before me this 21 day of January, 2003, by

George C. Pelekis

its

Vice President

with full authority and on behalf of Heritage Bank.

Kimberly M. Logan
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
My Commission Expires: Nov 19, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS