STATE OF ALABAMA

## SHELBY COUNTY

## MORTGAGE SUBORDINATION AGREEMENT

This Agreement Made in the City of Helena, County of Shelby, State of Alabama, on this 6<sup>th</sup> day of February, 2003 by and between First Federal Bank, and Lynn Watson Griffin and Angie Banks Griffin, Husband and Wife.

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

Lynn Watson Griffin and Angie Banks Griffin is the owner of the following described real property located in Shelby County, to-wit:

LOT 46, ACCORDING TO THE SURVEY OF WOODVALE, AS RECORDED IN MAP BOOK 12, PAGES 21 & 22, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Whereas, First Federal Bank, is the owner of a mortgage recorded in Mortgage Book 2000 at Page 35911 in the records in the office of the Judge of Probate 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:

- 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 \$150,000.00 dated the 6th day of February 2003 and recorded in the Probate Office of Shelby County, Alabama, in Mortgage Book Page 2005 022000 105 440
- 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 6<sup>th</sup> of February, 2003.

First Federal Bank

Charlie Wolbach It's: President

STATE OF ALABAMA

**ATTEST** 

By:

It's:

On this the 6th day of February, 2003, I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certifies that Charlie Wolbach, President (title), 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 6<sup>th</sup> day of February, 2003.

My commission expires: My Commission Expires January 22, 2007

J.T. Tully