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Shelby Cnty Judge of Probate, AL  
03/03/2003 10:32:00 FILED/CERTIFIED

This instrument prepared by:

James R. Moncus, Jr.

1313 Alford Avenue

Birmingham, Alabama 35226

STATE OF ALABAMA )

SHELBY COUNTY )

### MORTGAGE SUBORDINATION AGREEMENT

18<sup>th</sup> THIS MORTGAGE SUBORDINATION AGREEMENT is entered into on this day of February, 2003, by Nexity Bank.

#### WITNESSETH:

WHEREAS, Nexity Bank is the holder of that certain mortgage executed by Joel E. Tucker and wife, Annette W. Tucker, (the "Mortgage") which mortgage is recorded in Inst. No. 2001-18829, in the Office of the Judge of Probate of Shelby County, Alabama (the "Nexity Bank Mortgage"); and

WHEREAS, the Nexity Bank Mortgage is subordinate to that certain mortgage in favor of Countrywide Home Loans, Inc., which mortgage is recorded in Inst. No. 1999-32346 in the Office of the Judge of Probate of Shelby County, Alabama (the "Countrywide Home Loans, Inc. Mortgage"); and

WHEREAS, Un9ion Planters Bank has agreed to lend to Joel E. Tucker and wife, Annette W. Tucker the sum of One Hundred Eighty Five Thousand Six Hundred and no/100 Dollars (\$185,600.00) to be used, among other things, to satisfy the existing Countrywide Home Loans, Inc. Mortgage, but on the condition that the conventional loan be secured by a first mortgage (the "Union Planters Bank Mortgage"); and

WHEREAS, Nexity Bank has agreed to subordinate its mortgage to the Union Planters Bank Mortgage.

NOW, THEREFORE, in consideration of the premises and Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Nexity Bank does hereby agree as follows:

1. Subordination. In order to induce Union Planters Bank to make the loan to Joel E. Tucker and wife, Annette W. Tucker, and at any time, or from time to time, at Union Planters Bank's option, to grant such renewals or extensions of said loan as it may deem advisable, Nexity Bank hereby subordinates, in right of payment and claim, the Nexity Bank Mortgage to the Union Planters Bank Mortgage and the debt secured thereby as described above, and Nexity Bank further agrees that any existing or hereafter acquired or arising security interest, security title to, or lien against the property encumbered by the Nexity Bank Mortgage in favor of Nexity Bank securing the payment of the existing debt, including without limitation the Nexity Bank Mortgage, shall be and at all times remain subordinate and inferior in priority to any security interest in, security title to or lien against such property in favor of the Union Planters Bank Mortgage securing payment of conventional loan, including without limitation the Union Planters Bank Mortgage.

2. Successors and Assigns. This subordination agreement shall be binding upon, and shall inure to the benefit of, Nexity Bank and Union Planters Bank and their respective successors and assigns.

3. Waiver of Notice of Acceptance. Notice of acceptance by Union Planters Bank of this subordination agreement is hereby waived by Nexity Bank and this subordination agreement and all of the terms and conditions hereof shall be immediately binding upon Nexity Bank from the date of the execution hereof.

IN WITNESS WHEREOF, Nexity Bank, by a duly authorized officer, has executed this agreement on or as of the date first above written.

NEXITY BANK

By: Randy Little  
Its: Vice President

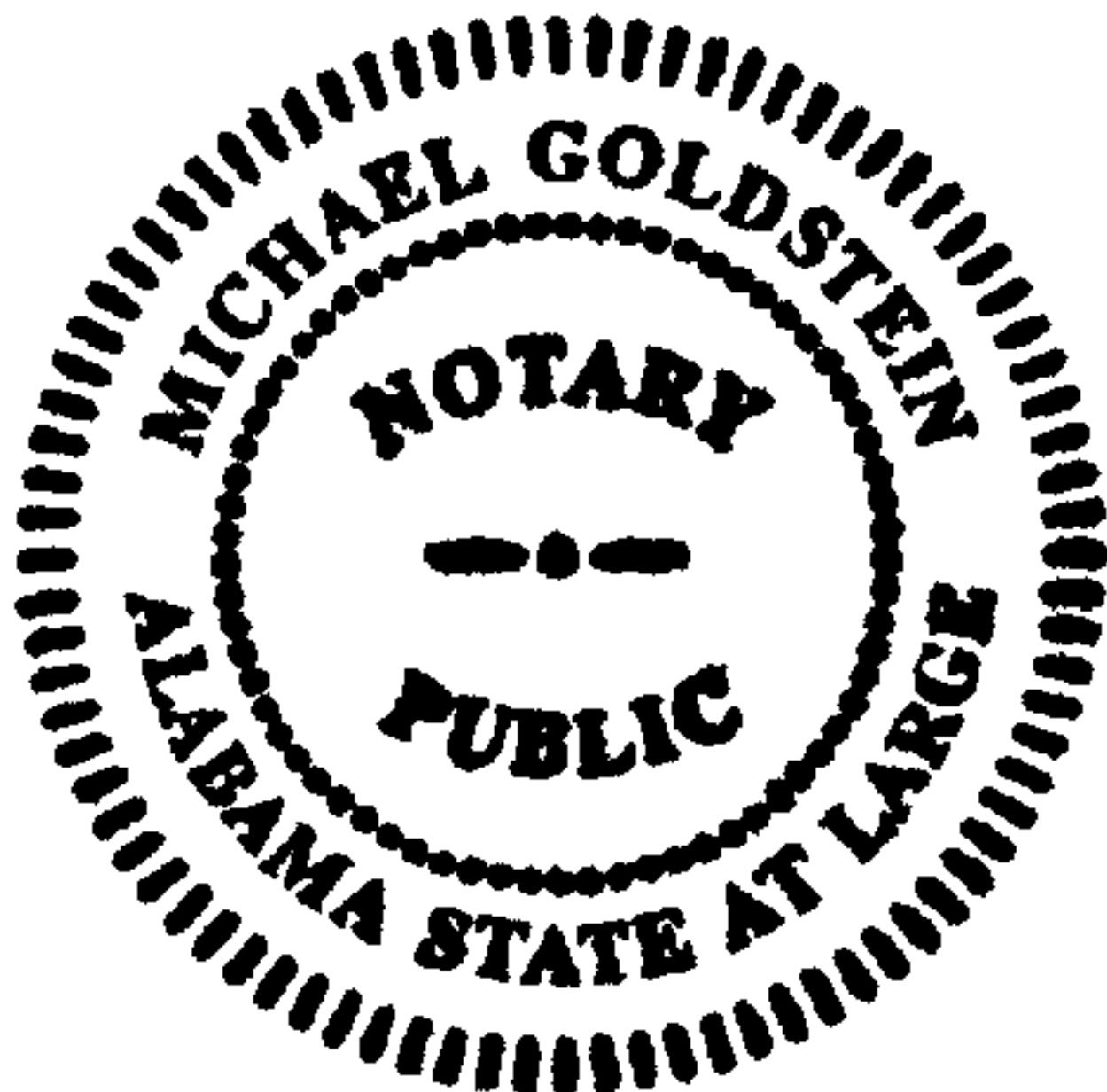
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that RANDY LITTLE, whose name as VICE PRESIDENT of Nexity Bank, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said 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 seal this the 18<sup>th</sup> day of February, 2003.

[SEAL]



Michael Goldstein  
Notary Public **MICHAEL GOLDSTEIN**  
My commission expires AUGUST 1, 2004