

SUBORDINATION AGREEMENT

20030303000126970 Pg 1/2 14:00
Shelby Cnty Judge of Probate, AL
03/03/2003 13:31:00 FILED/CERTIFIED

STATE OF ALABAMA
COUNTY OF JEFFERSON

This Subordination Agreement, made and entered into on this the 20 day of February, 2003 by and between: SOUTHTRUST BANK, as party of the First Part and HOMETOWN MORTGAGE SERVICES, INC., party of the Second Part.

WITNESSETH:

That, Whereas, TERRY ALAN AKERS AND MELANIE ANN AKERS, has an outstanding lien in favor of: SOUTHTRUST BANK recorded in the Probate Office of SHELBY County, Alabama, as recorded in Instrument 1999-2492 to secure an indebtedness of \$25,000.00 on certain real estate described therein and said lien is in full force and effect; and,

Whereas, made an application to the Party of the Second Part for a loan in the sum of \$171,500.00 and said Party of the Second Part is willing to make said loan to the said TERRY ALAN AKERS AND MELANIE ANN AKERS, provided they furnish it with a mortgage on the lands described in the aforesaid lien, and the said Party of the First Part subordinate the above-described lien and make the same second and subservient to the mortgage of HOMETOWN MORTGAGE SERVICES, INC., and

Whereas, the said Party of the First Part is willing to subordinate its said lien and make the lien second and subservient to the mortgage of the said Party of the Second Part as an inducement to it to make said loan.

Now, Therefore, in consideration of the premises and the further consideration of the sum of \$1.00, cash, in hand paid, the Party of the First Part by the Party of the Second Part, the receipt of which is hereby acknowledge, the said Party of the First Part does hereby agree that the lien of SOUTHTRUST BANK, recorded in Probate of SHELBY County, Alabama, as recorded in Instrument 1999-2492, shall be subordinate to the mortgage of

IT IS FURTHER agreed that should TERRY ALAN AKERS AND MELANIE ANN AKERS default in the payments under the terms of the real estate mortgage to Party of the Second Part, the said Lender agrees to notify Party of the First Part of said default prior to taking legal action.

IN WITNESS WHEREOF, the said Party of the First Part has caused its name to be hereunto signed on this the 20 day of FEBRUARY, 2003.

SOUTHTRUST BANK .

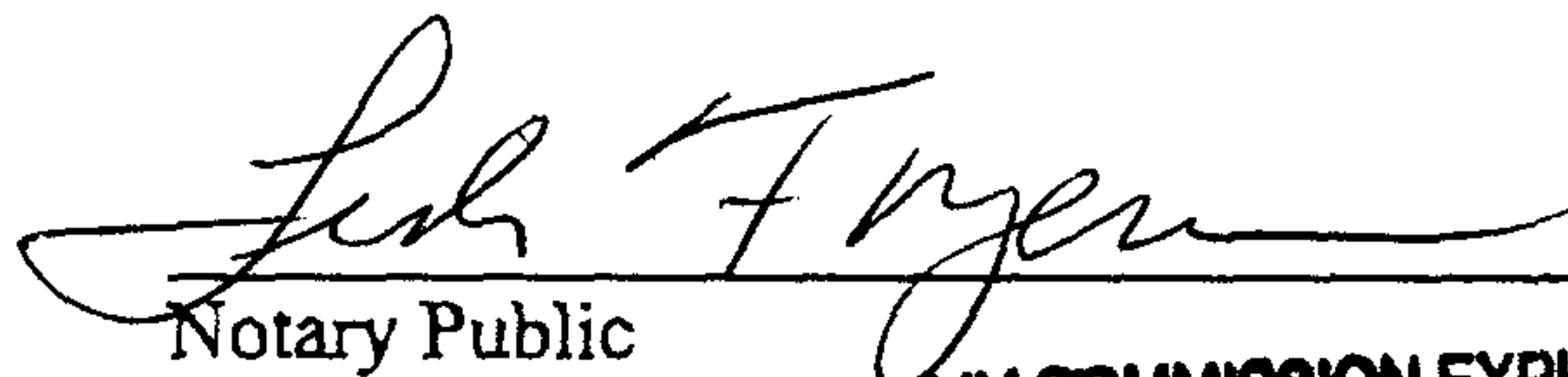
BY: Stephena Rene
Its: Asst Vice Pres.

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STATE OF ALABAMA
COUNTY OF ~~SHELBY~~ Jefferson

I, the undersigned, a Notary Public in and for said county and state, hereby certify that Stephen A. Pierce whose named as AVP of SOUTHTRUST BANK, a corporation is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, the same was executed voluntarily and with full authority on the day the same bears date.

Given under my hand and official seal on this 21 day of FEBRUARY, 2003.



Notary Public

Commission Expires: MY COMMISSION EXPIRES MAY 30, 2005