

STATE OF ALABAMA

SHELBY COUNTY

MORTGAGE SUBORDINATION AGREEMENT

This Agreement Made in the City of **Helena**, County of **Shelby**, State of Alabama, on this **3rd** day of **June, 2003** by and between First Federal Bank, and **Samuel A Sciara and Pamela J Sciara, husband and wife.**

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

**Samuel A Sciara And Pamela J Sciara** is the owner(s) of the following described real property located in **Shelby County**, to-wit:

STATE OF ALABAMA COUNTY OF SHELBY  
LOT 48 ACCORDING TO THE SURVEY OF SAINT CHARLES PLACE, JACKSON SQUARE, PHASE TWO, SECTOR TWO, AS RECORDED IN MAP BOOK 19, PAGE 78 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

LESS AND EXCEPT THE FOLLOWING:  
A PART OF LOT 48, SAINT CHARLES PLACE, JACKSON SQUARE, PHASE TWO, SECTOR TWO, ACCORDING TO THE SURVEY AND SUBDIVISION PLAT BY JIMMY A. GAY, WHICH IS RECORDED IN MAP BOOK 19, PAGE 78 IN THE PROBATE OFFICE OF SHELBY COUNTY IN COLUMBIANA, ALABAMA, FURTHER DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHWEST CORNER OF LOT 48 (FRONT CORNER BETWEEN LOTS 47 AND 48) AND GO IN A SOUTHERLY DIRECTION ALONG ORIGINAL PROPERTY LINE BETWEEN THE SAID LOT; 47 AND 48 FOR A DISTANCE OF 191.02 FEET TO THE ORIGINAL SOUTHWEST CORNER OF LOT 48 (ORIGINAL REAR CORNER BETWEEN LOTS 47 AND 48); THENCE TURN LEFT 124 DEGREES 32 MINUTES 06 SECONDS AND GO IN A NORTHEASTERLY DIRECTION ALONG THE ORIGINAL REAR LINE OF LOT 48 FOR A DISTANCE OF 10.00 FEET; THENCE TURN LEFT 59 DEGREES 13 MINUTES 30 SECONDS AND GO IN A NORTHERLY DIRECTION A DISTANCE OF 125.62 FEET TO THE POINT OF BEGINNING OF THAT PART OF LOT 48 HEREIN DESCRIBED: BEING SITUATED IN SHELBY COUNTY, ALABAMA.

Whereas, First Federal Bank, is the owner of a mortgage recorded in Mortgage Book **2003** at Page **4934** 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, **HOMEcomings FINANCIAL** 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 **Samuel A. Sciara and Pamela J. Sciara**

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 **HOMEcomings FINANCIAL** to make the said loan and to subordinate the said mortgage of First Federal Bank, it is mutually agreed as follows:

1. That First Federal Bank consents to and with **HOMEcomings FINANCIAL** 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 **HOMEcomings FINANCIAL** in the amount of **\$105,000.00** dated the 10<sup>th</sup> day of **June, 2003** and recorded in the Probate Office of **Shelby County**, Alabama, in Mortgage Book ~~Page~~ 20030618000382050.
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 **HOMEcomings FINANCIAL**, 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 **5TH** of **June, 2003**.

First Fedefal Bank  
By: Charlie Wolbach  
Charlie Wolbach  
It's: President

ATTEST  
By: [Signature]  
It's:


STATE OF ALABAMA  
TUSCALOOSA COUNTY

On this the **3rd** day of **June, 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 **3rd** day of **June, 2003**.

MY COMMISSION EXPIRES 8-20-06.

My commissior: expires: \_\_\_\_\_

  
Notary Public