

STATE OF ALABAMA

SHELBY COUNTY

MORTGAGE SUBORDINATION AGREEMENT

This Agreement Made in the City of **Tuscaloosa**, County of **Tuscaloosa**, State of Alabama, on this **25TH** day of **July, 2003** by and between **First Federal Bank**, and **Sharon Fink, an unmarried woman**.

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

Sharon Fink is the owner(s) of the following described real property located in **Shelby** County, to-wit:

LOT 420 ACCORDING TO THE ELEVENTH ADDITION TO RIVERCHASE COUNTRY CLUB, AS RECORDED IN MAP BOOK 8, PAGE 160, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Whereas, **First Federal Bank**, is the owner of a mortgage recorded in **mortgage book 2003, page 349880** 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 Mortgage** 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 **Sharon Fink**.

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 Mortgage** 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 **First Federal Mortgage** 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 Mortgage** in the amount of **\$174,500.00** dated the 30th day of **July, 2003** and recorded in the Probate Office of **Shelby** County, Alabama, in mortgage book _____ page 20030807000513830
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 MORTGAGE**, 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 **25th** of **July, 2003**.

First Federal Bank
By: Paige Holmes
Paige Holmes
It's: Chief Financial Officer

ATTEST
By: Jean Sorce
It's: Vice President

STATE OF ALABAMA

TUSCALOOSA COUNTY

On this the **25th** day of **July, 2003**, I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certifies that **Paige Holmes**, Chief Financial Officer (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 **25th** day of **July, 2003**

Miane S. Goodwin
Notary Public

My commission expires: 03/12/07