

STATE OF ALABAMA

SHELBY COUNTY

MORTGAGE SUBORDINATION AGREEMENT

This Agreement Made in the City of **Tuscaloosa**, County of **Tuscaloosa**, State of Alabama, on this 30th day of July, 2003 by and between First Federal Bank, and **Charles M. Purvis, Sr. and Barbara Y. Purvis, husband and wife.**

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

Charles M. Purvis, Sr. and Barbara Y. Purvis are the owner(s) of the following described real property located in Shelby County, to-wit:

Lot 50 according to the survey of LaCoosa Estates, as recorded in Map Book 5 page 35 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Less and except that part lying within Lay Lake.

Whereas, First Federal Bank, is the owner of a mortgage recorded in instrument number **1998-38177** 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 **Charles M. Purvis, Sr. and Barbara Y. Purvis, husband and wife.**

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 **\$150,000.00** dated the 4TH day of AUGUST, 2003 and recorded in the Probate Office of **Shelby County, Alabama**, as instrument number 20030811000522720.
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 _____ of _____, 2003.

First Federal Bank
By: [Signature]
Barry Thompson
It's: Sr Vice President

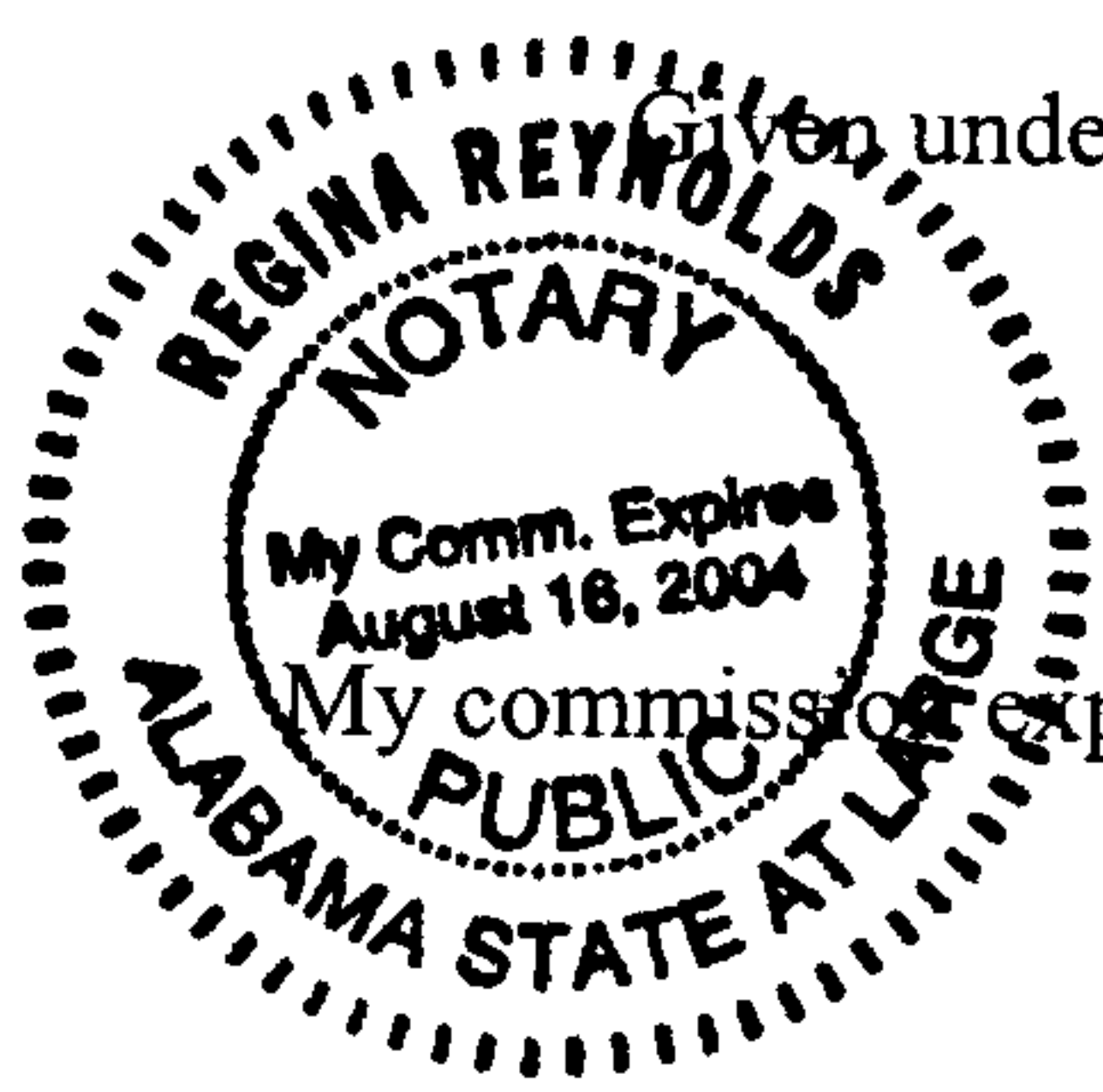
ATTEST
By: [Signature]
It's: Vice President

STATE OF ALABAMA

TUSCALOOSA COUNTY

On this the 30 day of July, 2003, I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certifies that **Barry Thompson, Sr Vice 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 30 day of July, 2003.



[Signature]
Notary Public