

**SUBORDINATION AGREEMENT**  
(Real Property)

STATE OF ALABAMA  
WALKER COUNTY

THIS SUBORDINATION AGREEMENT executed this 8TH day of  
SEPTEMBER, 2003, by the undersigned, FIRST NATIONAL BANK OF JASPER  
("Holder");

WITNESSETH THAT:

WHEREAS, Holder is the holder and owner of a Mortgage from  
JERRY ROBERT KEY & JUANELL J. KEY  
("Borrower") dated NOVEMBER 25, 1998, and recorded in  
Book 1998, page 48313 in the Office of the Clerk of the  
District Court of SHELBY County, Alabama, ("Existing Mortgage") conveying the real  
property more particularly described on Exhibit "A" attached hereto and by this reference made a  
part hereof (the "Property"); and

WHEREAS, Borrower has this date borrowed from SYNOVUS  
MORTGAGE CORPORATION ("Lender") the sum of \$ 125,000.00, secured by a  
Mortgage conveying said Property, dated of even date herewith, ("Superior Mortgage"); and

WHEREAS, Holder has agreed that the lien of the Superior Mortgage shall be prior and  
superior to the lien of the Existing Mortgage;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) in hand paid by the  
Borrower to Holder, and other good and valuable consideration, the receipt and sufficiency of  
which are hereby acknowledged by Holder, Holder hereby subordinates the lien of the Existing  
Mortgage to the lien of the Superior Mortgage, so that the Superior Mortgage shall be deemed to  
convey title to Lender to said Property superior to the Existing Mortgage and superior to the  
indebtedness secured by said Existing Mortgage. Holder specifically acknowledges and agrees  
that the priority of the security interests of Holder and Lender in the Property shall be governed  
by this Subordination Agreement and not by the order in which the Existing Mortgage and the  
Superior Mortgage are or were filed or recorded. Nothing contained herein or otherwise shall  
preclude Holder from demanding strict compliance by Borrower with the terms and conditions of  
the Existing Mortgage, and the instrument(s) evidencing the debt secured thereby, or enforcing  
its rights thereunder, subject to the terms of this Subordination Agreement. Without the prior  
written consent of Lender, Holder shall not exercise any collection rights with respect to the  
Property, will not foreclose under the Existing Mortgage or exercise any power of sale  
thereunder or to take any other collection action with respect to the Property and Holder's  
security interest therein.

Lender's rights under the Superior Mortgage may be exercised by Lender without notice  
to or consent by Holder. Lender may take such action regarding the Borrower, the indebtedness  
of Borrower to Lender, including, without limitation, extensions, renewals or restructurings of  
any indebtedness of Borrower to Lender (or the making of additional loans or advances to  
Borrower), all without notice to or consent of Holder, and without affecting the superiority of  
Lender's lien on the Property evidenced by this Subordination Agreement.

The subordination of the Existing Mortgage provided for herein: ☒ shall be limited in  
application to the specific indebtedness of Borrower to Lender described hereinabove and any and  
all extensions, renewals and refinancings of same, or ☐ shall apply to the specific indebtedness  
of Borrower to Lender described hereinabove and any and all extensions, renewals and  
refinancings of same and, in addition, to all other indebtedness of any nature whatsoever of  
Borrower to Lender whether heretofore or hereafter incurred.

Holder warrants and represents to Lender that Holder shall not transfer or assign the  
Existing Mortgage or any interest therein unless either (i) Holder has obtained the express prior  
written consent of Lender, or (ii) such transfer or assignment is specifically made subject to the  
terms and provisions of this Subordination Agreement and such is acknowledged in writing by the  
transferee and assignee in recordable form and Holder causes such acknowledgement to be  
recorded in the real estate records in the Office of the Clerk of the District Court in the county in  
which the Property is located.

This Subordination Agreement shall be binding upon Holder and the heirs, personal representatives, successors and assigns of Holder and shall inure to the benefit of Lender, its successors, assigns, purchasers at foreclosure sale and purchases pursuant to any power of sale contained in the Superior Mortgage.

Holder agrees to execute and deliver to Lender any further documents or instruments as specified by Lender to confirm or acknowledge the subordination of the Existing Mortgage evidenced hereby.

This Subordination Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

IN WITNESS WHEREOF, Holder has duly executed this Subordination Agreement, under seal, after due authorization, the day and year first above written.

HOLDER:

FIRST NATIONAL BANK  
OF JASPER

By: *Joe P. Brown*

Attest: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

*Marie Delbert*  
Notary Public

My commission expires:

**MY COMMISSION EXPIRES 9-17-2006**

\_\_\_\_\_  
[Notary Seal]

HOLDER'S ADDRESS:

\_\_\_\_\_  
200 WEST 18TH STREET

\_\_\_\_\_  
JASPER, AL 35501



THE PROPERTY

Real Estate located in the County of SHELBY, State of Alabama.

Street Address (if applicable): 6141 RUSHING PARC LANE  
HOOVER, AL 35244

Legal Description:

LOT 20, ACCORDING TO THE SURVEY OF RUSHING PARC, SECTOR ONE, AS  
RECORDED IN MAP BOOK 19, PAGE 20, IN THE PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA.