


STATE OF ALABAMA  
Shelby COUNTY

  
20040416000197980 Pg 1/2 14.00  
Shelby Cnty Judge of Probate, AL  
04/16/2004 10:21:00 FILED/CERTIFIED

### MORTGAGE SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this 6th day of April, 2004 by and between Aliant Bank, a corporation, with a place of business at 1100 Corporate Parkway, Birmingham, Alabama 35242 ("Subordinating Lender") and Union Planters Bank, a corporation, with a place of business at 2100 Southbridge Parkway ("Lender").

WHEREAS, Keith Development Corporation ("Borrower/s") executed and delivered to Subordinating Lender a mortgage in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) dated \_\_\_\_\_, and recorded January 14, 2004 under instrument #2004-6632 in the Office of the Judge of Probate of Shelby County, Alabama, which mortgage is a lien on the following described property:

Legal Description: Lot 2, according to survey of Eagle Point Office Park, as recorded in Map Book 26, Page 2, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

WHEREAS, the Borrower executed and delivered to Lender a mortgage in the sum of sixty thousand dollars (\$60,000), which mortgage is a lien on the same above-referenced property in the records of Shelby County:

WHEREAS, Lender has required that as a condition of its loan to Borrower that the lien of the mortgage executed by Borrower to the Subordinating Lender be subordinated to the lien of the mortgage executed by Borrower to Lender, to which Subordinating Lender has agreed under the conditions provided herein.

NOW THEREFORE, intending to be legally bound hereby, the undersigned agrees as follows:

1. That the lien of mortgage executed by the Borrower to Subordinating Lender shall be subordinated to the lien of the mortgage executed by the Borrower to Lender provided that the lien of the mortgage to Subordinating Lender shall be subordinated to the lien of the mortgage to Lender only to the extent that the lien of the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.
2. That the mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated both in lien and in payment to the mortgage executed by the Borrower to Lender to the extent that the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.
3. That to the extent that the mortgage of Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property, the lien of the mortgage executed by Borrower to Lender shall not be affected or

impaired by the judicial sale under a judgment recovered under the mortgage made by the said Borrower to Subordinating Lender, but any such sale shall be subject to the lien of the said mortgage executed by the Borrower to Lender as well as any judgment obtained upon the bond or note secured thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of the date first above written.

UNION PLANTERS BANK

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Bascom Venable  
By: BASCOM VENABLE  
Its: VICE PRESIDENT

NOTARY

STATE OF ALABAMA  
Shelby COUNTY

I, the undersigned, a notary public in and for said state and county, hereby certify that Vance Venable, whose name as VICE PRESIDENT of UNION PLANTERS signed to the foregoing agreement, and who is known to me, acknowledged before me on this date that the statements and representations made therein are true, and being informed of the contents of the foregoing agreement, and in his capacity as aforesaid, he executed the same voluntarily on behalf of said company.

Dated this 7<sup>th</sup> day of APRIL, 2004.

[Signature]  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jul 16, 2005  
BONDED THRU NOTARY PUBLIC UNDERWRITERS