

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 2004** by and between First Federal Bank, and **John C Gorecki and Deborah S Gorecki, Husband and Wife**.

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

John C Gorecki and Deborah S Gorecki, Husband and Wife are the owners of the following described real property located in Shelby County, to-wit:

LOT 57, ACCORDING TO THE SURVEY OF WYNLKAE SUBDIVISION, PHASE III, AS RECORDED IN MAP BOOK 21, PAGE 84 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

Whereas, First Federal Bank, is the owner of a mortgage recorded in **INSTRUMENT NUMBER 2004-219890** 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 Bank** 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 **John C Gorecki and Deborah S Gorecki, 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 **John C Gorecki and Deborah S Gorecki, Husband and Wife** 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 **John C Gorecki and Deborah S Gorecki, Husband and Wife**, 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 Bank** in the amount of **\$174,600.00** dated the _____ day of _____, 2004 and recorded in the Probate Office of **Shelby** County, Alabama, in Mortgage Book _____ Page _____. *Inst # 2004816000457560*
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 Bank**, it's successors and assigns.

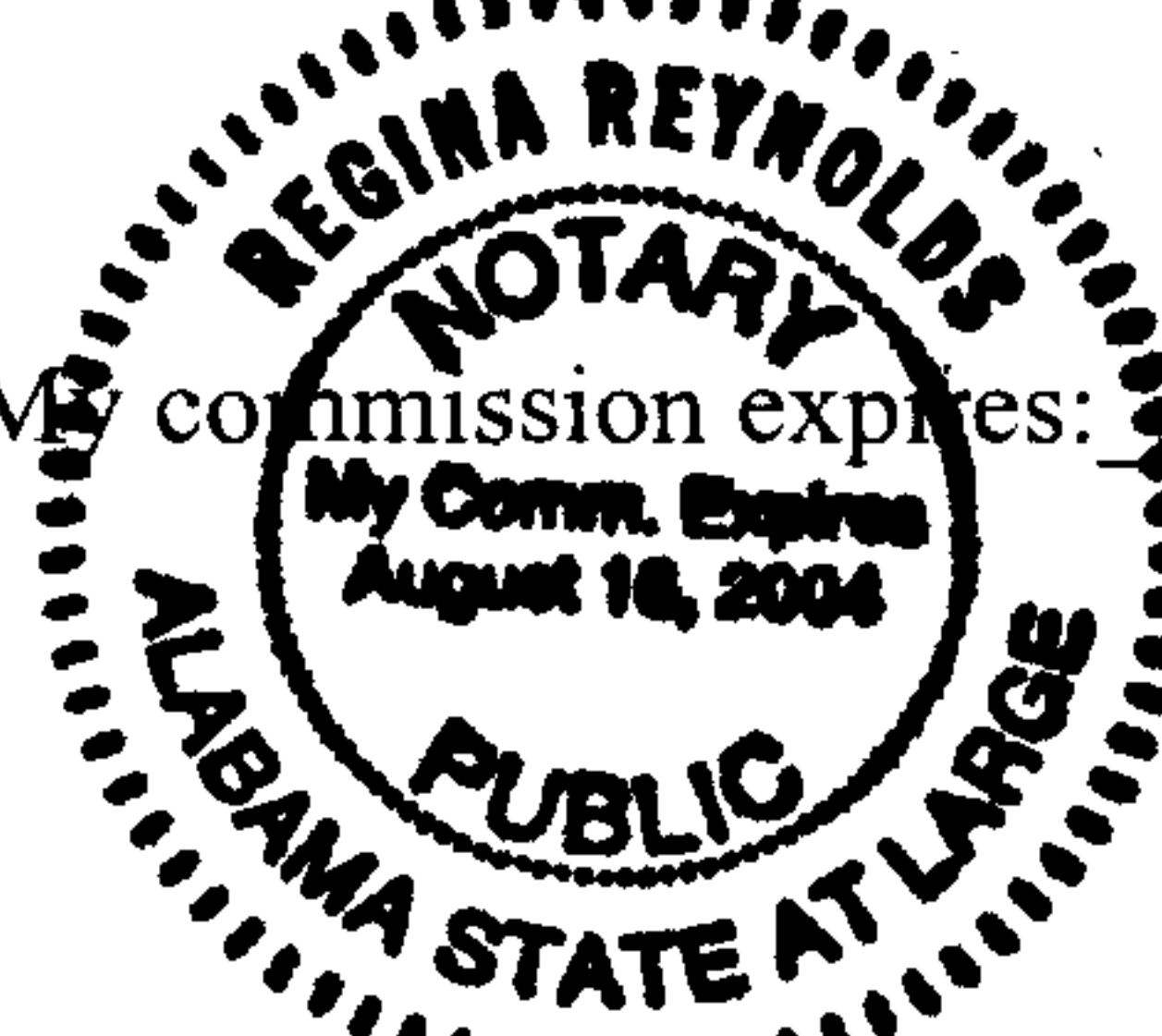
IN WITNESS WHEREOF, all parties to the Agreement have caused this Agreement to be signed, thereunto duly authorized, duly attested all on this the 30th of **July 2004**.


By: *[Signature]*
President
STATE OF ALABAMA
TUSCALOOSA COUNTY

[Signature]
First Federal Bank
By: _____
It's: C.O.O.

On this the 30th day of **July 2004**, I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certifies that **TERRI STELLA, AS C.O.O** 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 30th day of **July 2004**.


My commission expires: _____
REGINA REYNOLDS
NOTARY PUBLIC
ALABAMA STATE AT LARGE
My Comm. Expires August 18, 2004

[Signature]
Notary Public