



20041116000628390 Pg 1/1 11.00  
Shelby Cnty Judge of Probate, AL  
11/16/2004 08:38:00 FILED/CERTIFIED

## SUBORDINATION AGREEMENT

THIS MORTGAGE SUBORDINATION AGREEMENT is made and entered into by and among Larry Kent dba Larry Kent Building Company (hereinafter referred to as the "First Party") and Long Beach Mortgage Company, and/or assigns (hereinafter referred to as the "Second Party", which terms "First Party" and "Second Party" shall include, whenever the context admits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties;

## WITNESSETH:

WHEREAS, Michael C. Vines did execute a mortgage to the First Party covering the real property described in Exhibit "A" dated, securing the original principal sum of \$16,980.00, together with interest payable as therein provided, said mortgage being recorded in Instrument 2004-01803, ET SEQ. of the public records of Jefferson County, Alabama (hereinafter referred to as the "First Mortgage"); and

WHEREAS, Michael C. Vines have executed, or are about to execute, a mortgage to the Second Party covering the real property described in Exhibit "A" dated 10/19/04 securing the original principal sum of \$87,300.00, together with interest payable as therein provided, said mortgage being recorded under Instrument 2004/1116 000628380 of the Public Records of Jefferson County, Alabama (hereinafter referred to as the "Second Mortgage"); and

WHEREAS, the Parties have reached certain agreements in connection with the relationship of the First Mortgage and the Second Mortgage as hereinafter more particularly set forth.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, receipt and adequacy of which is hereby acknowledged, the First Party does hereby agree that the lien of the First Mortgage as to the real property described in Exhibit "A" shall be, and is hereby made subject, subordinate and inferior to the lien of the Second Mortgage. Provided, however, that this subordination is only to the extent not to exceed N/A together with interest thereon which may be secured by the Second Mortgage in respect of said real property and to the extent funds in excess of that amount may be secured by the Second Mortgage, such excess amount shall be deemed secured by a lien inferior to that of the First Mortgage.

IN WITNESS WHEREOF, this Subordination Agreement has been executed and delivered this 19 day of October, 2004.

Party of the First Part

Mike Vines

(Seal)

By:

Larry Kent

Address:

1326 Co Rd 36  
Chelsea, AL 35043

Signed, Sealed and Delivered  
in the presence of:

Lauryn Lawton

State of

Alabama

County of

Jefferson

Fax:  
678-9594

1144-5034