

STATE OF ALABAMA

SHELBY COUNTY

MORTGAGE SUBORDINATION AGREEMENT

This Agreement Made in the City of **Tuscaloosa**, County of **Tuscaloosa**, State of Alabama, on this **20<sup>TH</sup>** day of **JANUARY 2005** by and between First Federal Bank, and **MARIA WILLIAMS AND MITCHELL WILLIAMS, HUSBAND AND WIFE**.

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

**MARIA WILLIAMS AND MITCHELL WILLIAMS, HUSBAND AND WIFE** are the owners of the following described real property located in **SHELBY** County, to-wit:

**LOT 12, IN BLOCK 6, ACCORDING TO THE MAP OF MEADOWVIEW, THIRD SECTOR, AS RECORDED IN MAP BOOK 25, PAGE 123, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

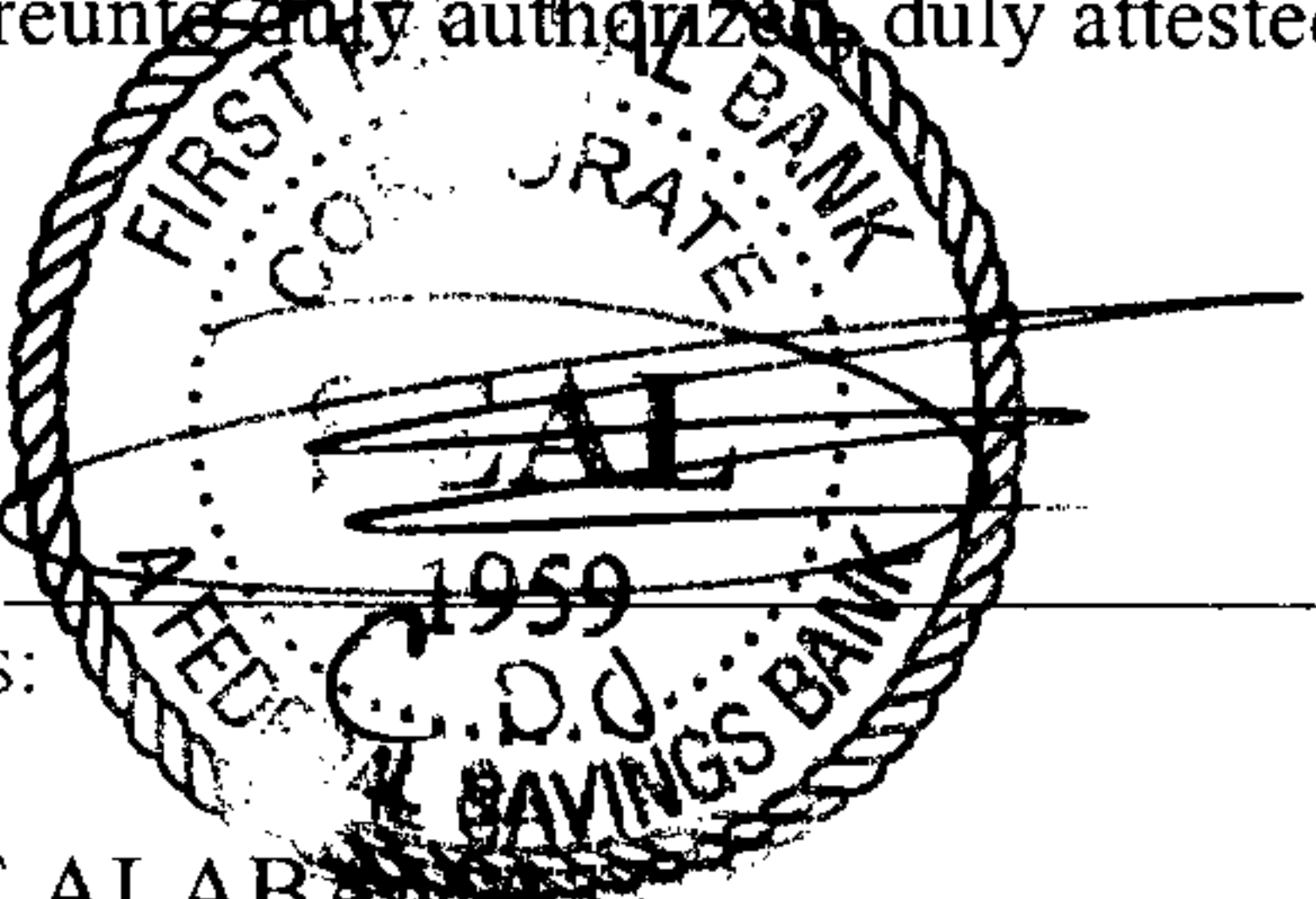
Whereas, First Federal Bank, is the owner of a mortgage recorded in **INSTRUMENT # 20041110000618470** in the records in the office of the Judge of Probate of **SHELBY** County, Alabama covering the real property described above, and First Federal Bank is also the owner of the promissory note described 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 **MARIA WILLIAMS AND MITCHELL WILLIAMS, WIFE AND HUSBAND**.

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 **MARIA WILLIAMS AND MITCHELL WILLIAMS, WIFE AND HUSBAND** 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 **MARIA WILLIAMS AND MITCHELL WILLIAMS, WIFE AND HUSBAND**, 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 **\$116,000.00** dated the **29<sup>TH</sup>** day of **October 2004** and recorded in the Probate Office of **SHELBY** County, Alabama, in Instrument Number 20041110000620510.
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 **20<sup>TH</sup>** of **JANUARY 2005**.

By: \_\_\_\_\_  
It's: \_\_\_\_\_  


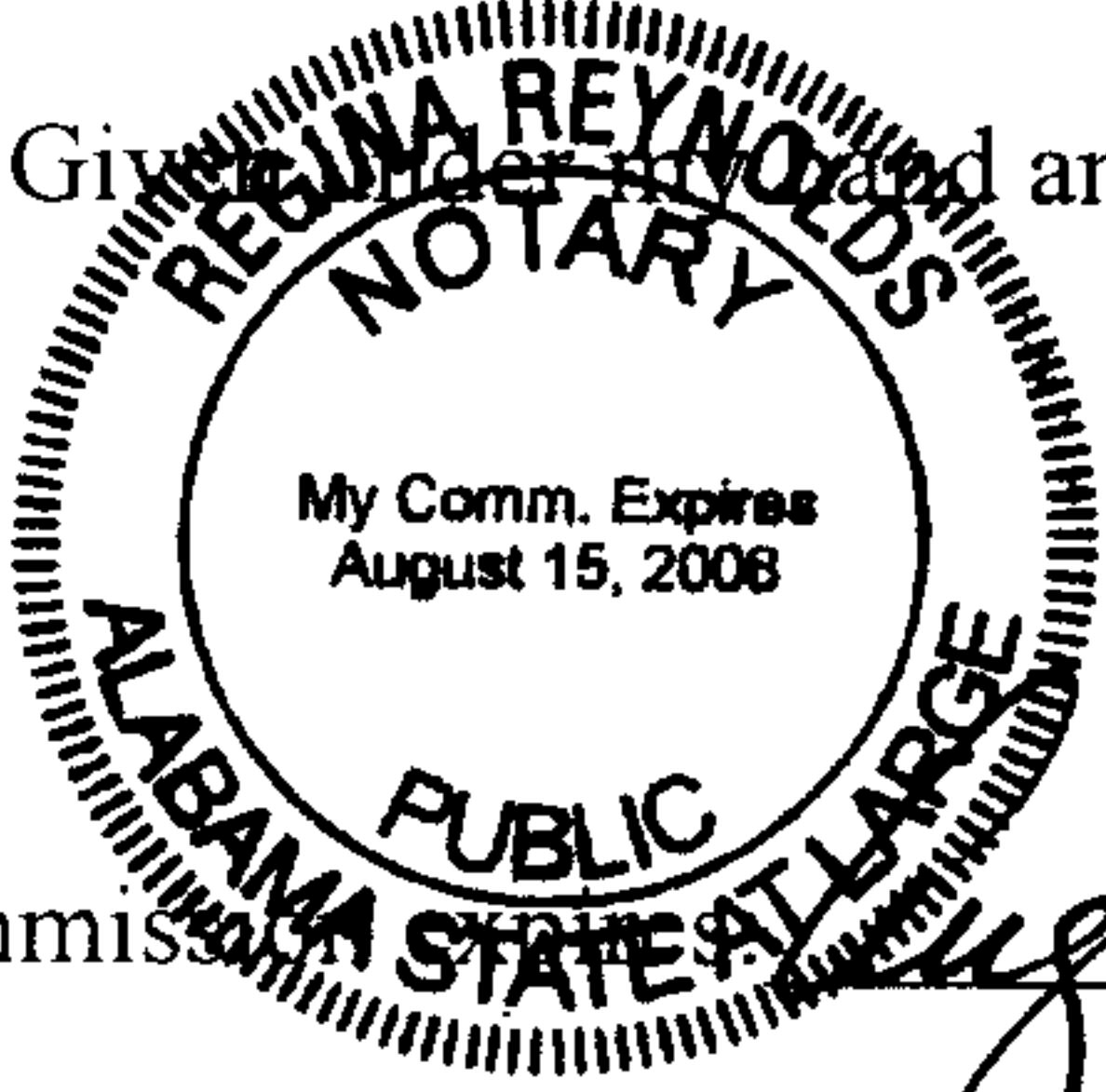
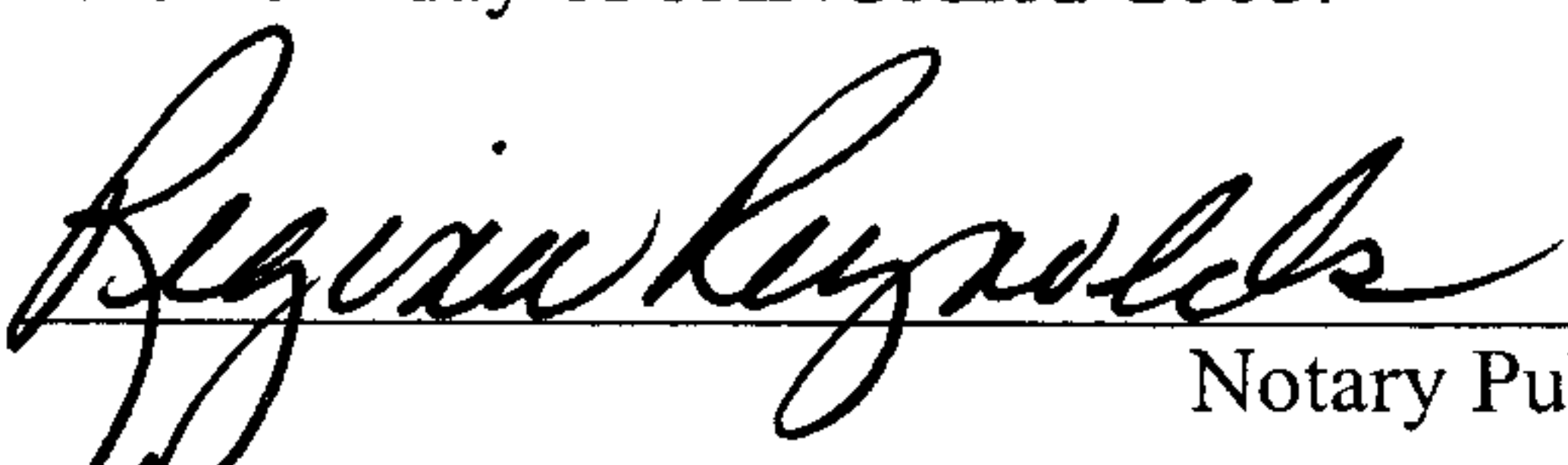
First Federal Bank  
By:   
It's: **VICE PRESIDENT**

STATE OF ALABAMA

TUSCALOOSA COUNTY

On this the **20<sup>TH</sup>** day of **JANUARY 2005**, I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certifies that **BARRY THOMPSON, VICE PRESIDENT** 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 **20<sup>TH</sup>** day of **JANUARY 2005**.

  
  
Notary Public  
My commission expires Aug 15, 2008