20060425000192130 1/3 $17.00
Shelby Cnty Judge of Probate,AL
04/25/2006 09:55:14AM FILED/CERT

SUBORDINATION AGREEMENT
(Real Property)

STATE OF ALABAMA
JEFFERSON COUNTY

THIS SUBORDINATION AGREEMENT executed this **12th** day of **APRIL**, **2006**, by the undersigned, **FIRST COMMERCIAL BANK** ("Holder");

WITNESSETH THAT:

WHEREAS, Holder is the holder and owner of a Mortgage from **TERRY HOLLOWAY, HUSBAND AND DOROTHY K. HOLLOWAY, HIS WIFE , IN THE AMOUNT OF $238,131.25** ("Borrower") dated **OCTOBER 20**, **2003**, and recorded in Instrument # **20031110000743550**, in the Office of the Judge of Probate of **SHELBY**, County, Alabama, ("Existing Mortgage") conveying the real property more particularly described below (the "Property"):

EXHIBIT "A"

WHEREAS, Borrower has this date borrowed from **FEDERAL LAND BANK ASSOCIATION NORTH ALABAMA, FLCA** ("Lender") the sum of $ **295,000.00**, 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 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: **x** 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 of the Office of the Judge of Probate in the county in which the Property is located.

20060425000192130 2/3 $17.00
Shelby Cnty Judge of Probate,AL
04/25/2006 09:55:14AM FILED/CERT

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 COMMERCIAL BANK

BY: _____
Traci D. Langston
ITS: **AVP, Loan Documentation**

HOLDER'S ADDRESS:

800 SHADES CREEK PARKWAY
BIRMINGHAM, AL 35209

PREPARED BY: KATHY MORGAN
FIRST COMMERCIAL BANK
P O BOX 11746
BIRMINGHAM, AL 35202
(205) 868-4895

Signed, sealed and delivered
In the presence of:

_____
Unofficial Witness

_____
Notary Public

My Commission expires:

_____

(Notary Seal)

EXHIBIT "A"

20060425000192130 3/3 $17.00
Shelby Cnty Judge of Probate,AL
04/25/2006 09:55:14AM FILED/CERT

From a ½ inch rebar at the NE corner of Section 11, Township 20 South, Range 2 East, being the point of beginning of herein described parcel of land, run thence West along the North boundary of said Section 11 a distance of 1296.26 feet to a ½ inch rebar at a fence corner; thence turn 88 deg. 14 min. 28 sec. right and run 1049.80 feet along a fence line to a ½ inch rebar; thence turn 00 deg. 02 min. 25 sec. left and run 241.74 feet along a fence line to a ½ inch rebar; thence turn 00 deg. 10 min. 59 sec. left and run 42.23 feet along a fence line to a ½ inch rebar on the west boundary of the NW ¼ of the NE ¼ of said Section 11, that is 71.19 feet South of the NW corner of said NW ¼ of the NE 1/4 ; thence turn 88 deg. 32 min. 22 sec. left and run 1259.31 feet to a ½ inch rebar at the NW corner of the SW ¼ of the NE ¼ of said Section 11; thence continue along said course a distance of 1330.48 feet to a ½ inch rebar at the SW corner of said SW ¼ of the NE ¼; thence turn 90 deg. 11 min. 04 sec. right and run 276.09 feet to a ½ inch rebar on the East boundary of Shelby County Highway #79 (60 foot right of way); thence turn 122 deg. 15 min. 15 sec. left and run 69.95 feet along said highway boundary to a ½ inch rebar; thence turn 57 deg. 32 min. 37 sec. left and run 238.95 feet to a ½ inch rebar on the west boundary of the NW ¼ of the SE ¼ of said Section 11, thence turn 18 deg. 36 min. 00 sec. left and run 105.27 feet along a fence line to a ½ inch rebar; thence turn 18 deg. 37 min. 28 sec. right and run 1222.25 feet along said fence line to a ½ inch rebar on the West boundary of the NE ¼ of the SE ¼ of said Section 11; thence turn 90 deg. 33 min. 52 sec. left and run 31.61 feet to a ½ inch rebar at the SW corner of the SE ¼ of the NE ¼ of said Section 11; thence turn 90 deg. 20 min. 16 sec. right and run 1322.14 feet to a ½ inch rebar at the SW corner of the SW ¼ of the NW ¼ of Section 12, Township 20 South, Range 2 East; thence turn 00 deg. 42 min. 31 sec. left and run 1331.58 feet along a fence line to a ½ inch rebar at the SE corner of said SW ¼ of the NW ¼ ; thence turn 89 deg. 34 min. 31 sec. left and run 1329.99 feet to a ½ inch rebar at the SE corner of the NW ¼ of the NW ¼ of said Section 12; thence continue along said course a distance of 1314/18 feet to a ½ inch rebar that is 15.80 feet South of the NE corner of said NW ¼ of the NW ¼ ; thence turn 90 deg. 06 min. 30 sec. left and run 475.65 feet along a fence line to a 2 inch pipe; thence turn 00 deg. 11 min. 47 sec. right and run 494.37 feet along a fence line to a 2 inch pipe; thence turn 01 deg. 02 min. 31 sec. right and run 371.20 feet along a fence line to the point of beginning of herein described parcel of land, situated in the NE ¼ of the SW ¼ and the NW ¼ of the SE ¼ and the NE ¼ of Section 11, Township 20 South, Range 2 East and the W ½ of the NW ¼ of Section 12, Township 20 South, Range 2 East, Shelby County, Alabama.