

This Instrument Prepared By:
JAMES W. FUHRMEISTER
ALLISON, MAY, ALVIS,
FUHRMEISTER, & KIMBROUGH, L. L. C.
P. O. Box 380275
Birmingham, AL 35238

SUBORDINATION AGREEMENT

Agreement, made the 3rd day of April, 2007, between FIRST AMERICAN BANK, Mortgagee, and SUPERIOR BANK, Lender,

WITNESSETH:

Whereas, the said Mortgagee now owns and holds the following mortgage and the note secured thereby: Mortgage dated the 6th day of July, 2004, made by Noralyn Hamilton to National Bank of Commerce, now known as First American Bank, and recorded as Instrument #20040623000340670 and amended by Instrument #20040831000486570 in the office of the Probate Judge of Shelby County, Alabama covering premises hereinafter mentioned or a part thereof; and

Whereas, the present owner of the premises hereinafter mentioned is about to execute and deliver to said Lender, a mortgage to secure the principal sum of \$144,400 and interest, covering premises and more fully described as follows:

Lot 26, according to the Final Plat of Narrows Reach, Phase 2, as recorded in Map Book 30 page 58 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with the nonexclusive easement to use the Common Areas as more particularly described in The Narrows Residential Declaration of Covenants, Conditions and Restrictions recorded as Instrument No. 2000-9755, as amended by instruments recorded in Inst. No. 2000-17136, Inst. No. 2000-36696 and Inst. No. 2001-38328. Inst. No. 200209050000424180; Inst. No. 20021017000508250 and Inst. No. 20030716000450980 all recorded in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

and

Whereas, said Lender has refused to accept said mortgage unless said mortgage held by the Mortgagee be subordinated in the manner hereinafter mentioned;

Now therefore, in consideration of the premises and to induce said Lender to accept said mortgage and note and also in consideration of one dollar paid to the Mortgagee, the receipt whereof is hereby acknowledged, the said Mortgagee hereby covenants and agrees with said Lender that said mortgage held by said Mortgagee be and shall continue to be subject and subordinate in lien to the lien of said note and mortgage in the principle amount of One Hundred Forty-Four Thousand Four Hundred and No/100 Dollars (\$144,400.00) and interest about to be delivered to the Lender, and to all advances heretofore made or which hereafter may be made thereon (including but not limited to all sums advanced for the purpose of paying brokerage commissions, consideration paid for making the loan, mortgage recording tax, documentary stamps, fee for examination of title, surveys, and any other disbursements and charges in connection therewith) to the extent of the last mentioned amount and interest, and all such advances may be made without notice to the Mortgagee, and to any extensions, renewals and modifications thereof.

This agreement may not be changed or terminated orally. This agreement shall bind and enure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

In Witness Whereof, the said Mortgagee has duly executed this agreement the day and year first above written.

MORTGAGEE:

FIRST AMERICAN BANK

ts. / -

AVP

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, in and the state of the sta	I for said County as	ın said State, he of Fl	reby certify the
BANK, a corporation, is signed to the forego before me on this day that, being informed of twith full authority, executed the same volunta same bears date.	ing instrument, and he contents of the i	d who is known to mi instrument, he/she, as	e, acknowledge such officer, ar
Given under my hand and official seal t	his3	day of April	
	Notary Pu	whice states: 2-2	• • • • • • • • • • • • • • • • • • •

20070410000164980 2/2 \$14.00 Shelby Cnty Judge of Probate, AL 04/10/2007 01:42:19PM FILED/CERT