


STATE OF ALABAMA
SHELBY COUNTY


20080314000107130 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
03/14/2008 04:18:26PM FILED/CERT

SUBORDINATION AGREEMENT

AGREEMENT made and entered into this date by and between the undersigned subordinating mortgagee, SOUTHFIRST BANK formerly known as FIRST FEDERAL OF THE SOUTH (hereinafter "Mortgagee") and MUTUAL SAVINGS CREDIT UNION (hereinafter "Lender").

WITNESSETH:

WHEREAS, Mortgagee is the holder and owner of a certain Note and Mortgage and other security instruments executed by ADAM KEITH AND KELLI KEITH (hereinafter "Borrower") conveying and encumbering the property described as follows (hereinafter "Property"):

LOT 33, ACCORDING TO THE SURVEY OF SPRING GATE, SECTOR ONE, PHASE TWO, AS RECORDED IN MAP BOOK 18 PAGE 148 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

WHEREAS, Lender has made a mortgage loan to the Borrower evidenced by Borrower's Note and Mortgage and other security instruments in favor of Lender, and

WHEREAS, Lender has agreed to make said loan to Borrower provided its Mortgage and other security instruments shall be in a first lien position with respect to the Property, and

WHEREAS, Mortgagee is willing to subordinate its Mortgage and other security instruments in the amount of Eighteen thousand six hundred dollars and 00/100 (\$18,600.00) Dollars to those of Lender on the terms and conditions provided hereinbelow.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

Mortgagee shall cause, or does hereby cause, its Mortgage and other security instruments set forth hereinbelow to be subject, inferior and subordinate to the Mortgage and other security instruments in favor of Lender.

Lender's Mortgage and other security instruments shall be in a first lien position to the extent of the full principal amount of the indebtedness, plus accrued interest, all costs of collection and any other advances made by Lender to pay taxes, assessments, insurance, to repair, maintain, preserve or complete improvements to the Property.

This instrument subordinates that certain Mortgage and other security instruments in favor of Mortgagee recorded as follows:

Mortgage given by ADAM KEITH and KELLI KEITH in favor of SOUTH FIRST BANK formerly known as FIRST FEDERAL OF THE SOUTH in the original principal sum of \$18,600.00, dated

Cahaba Title, Inc.

November 24, 2004 and filed November 24, 2004 in Inst. No. 20041201000657130 in the Office of the Judge of Probate of Shelby County, Alabama

together with all amendments or modifications thereto, to that certain Mortgage and other security instruments executed by Borrower in favor of Lender recorded as follows:

Mortgage given by ADAM KEITH and KELLI KEITH to MUTUAL SAVINGS CREDIT UNION dated _____ in the amount of (\$99,000.00), recorded in Mortgage Volume _____, Page _____ Probate Office, Talladega County, Alabama.

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IN WITNESS WHEREOF, the Mortgagee hereby affixes its hand and seal this 10th day of January, 2008.

MORTGAGEE:

SOUTHFIRST BANK FORMERLY KNOWN AS
FIRST FEDERAL OF THE SOUTH


BY: ANNA L. TYLER

Its: SR. VP-CONSUMER LOANS & MTG
OPERATIONS

STATE OF ALABAMA
~~ST. CLAIR COUNTY~~ Talladega Cty

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that ANNA L. TYLER, whose name as Senior Vice President-CONSUMER LOANS & MTG OPERATIONS of SOUTHFIRST BANK FORMERLY KNOWN AS FIRST FEDERAL OF THE SOUTH is known to me, acknowledged before me on this day that, being informed of the contents of the instrument he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 10th day of January 2008.

MY COMMISSION EXPIRES MAY 25, 2009


Notary Public

THIS INSTRUMENT PREPARED BY:
SHERRY WHITE
MUTUAL SAVINGS CREDIT UNION
P.O. BOX 362045
BIRMINGHAM, AL 35236