



### SUBORDINATION AGREEMENT

The undersigned subordinator and owner agree as follows:

1. **TYNDALL FEDERAL CREDIT UNION** referred to herein as "subordinator", is the owner of a mortgage dated **07/07/2004** in the original principal indebtedness of **\$30,000** which is recorded in official records dated **07/20/2004**, IN **INSTRUMENT NO. 20040720000402210**.
2. **GREGORY SCOTT SMITH** referred to herein as "owner", is the owner of all the real property described as follows:  
  
**SEE EXHIBIT A.**
3. Whereas owner has executed, or is about to execute, a mortgage in favor of **FIRST HORIZON HOME LOAN CORP.** referred to herein as "lender," in the sum not to exceed **\$210,711.00** is the owner and holder of this mortgage dated **12/23/2004**, executed by **IRWIN MORTGAGE CORPORATION** (which is recorded in official records in Instrument No. **20050110000012450** Book **26** at Page **43**, of the public records of Shelby County, in the state of Alabama.) (Which is to be recorded concurrently herewith).
4. In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby subordinate the lien of his mortgage identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 3 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" mortgage, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or to see to the application of "lender's" mortgage funds, and any application or use of such funds for the purposes other than those provided for in such mortgage, note or agreements shall not defeat the subordination herein made in whole or in part.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 3 without this agreement.
7. This agreement shall be the whole and only agreement between the parties with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred to any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provided for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.





20080318000109680 3/3 \$17.00  
Shelby Cnty Judge of Probate, AL  
03/18/2008 09:10:55AM FILED/CERT

**EXHIBIT A  
LEGAL DESCRIPTION**

Attached to file: 96-00800511

All that certain property situated in the County of SHELBY, and State of ALABAMA, being described as follows:

Lot 421-A, according to the resurvey of Lots 406 and 407 Amended Map of Old Cahaba Lakewood Sector, as recorded in Map Book 26, Page 43, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Tax Parcel Identification Number: 13-4-20-1-004-021.000