

### **SUBORDINATION AGREEMENT**

The undersigned, First Financial Bank is the holder and owner of a Mortgage made by Teddy L. Alday and Stacie Smith Alday (hereinafter designated as the "Borrower"), recorded in Instrument #20080131000040040, Shelby County, Alabama Records, which was made to secure an indebtedness of \$ 150,000.00.

The said Borrower has applied for a loan in the sum of \$125,000.00 to be secured by a first mortgage (the "First Mortgage") conveying said property to Mortgage America, Inc., it's successors and/or assigns, (hereinafter designated as the "Lender"), and the proceeds of said loan will be used to satisfy in full the present liens in favor of Regions Mortgage, Inc. as recorded in Instrument #20030102000002300, Shelby County, Alabama Records. The Lender has declined to make such loan unless the mortgage to First Financial Bank shall be subordinated to said new loan and the mortgage securing same.

**THEREFORE,** in consideration of ONE DOLLAR (\$1.00) in hand paid by the said Borrower to the undersigned, and in consideration of the consummation of said loan in reliance upon this instrument, the First Financial Bank hereby waives and subordinates all right, title, or interest under the mortgage above set forth, or otherwise, in or to the property therein described, as against said loan to be so made by the Lender, so that the First Mortgage to be executed by the said Borrower to the Lender shall convey title to said property superior to the mortgage of First Financial Bank and superior to the indebtedness thereby secured. This Subordination Agreement shall be binding upon the heirs and assigns of First Financial Bank, and shall operate to the benefit of the grantee in the First Mortgage, the successors and assigns of said grantee, and of any purchaser at any foreclosure sale thereunder, and shall apply with like force and effect to any renewal thereof.

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Shelby Cnty Judge of Probate, AL  
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The mortgage now held by First Financial Bank shall remain otherwise in full force and effect, the waiver and subordination herein provided being limited in application to the proposed loan herein set forth, or any renewal thereof.

**WITNESS** the hand and seal of the undersigned, this the 18th day of July, 2008.

First Financial Bank  
BY: [Signature]  
Its: AVP/BM

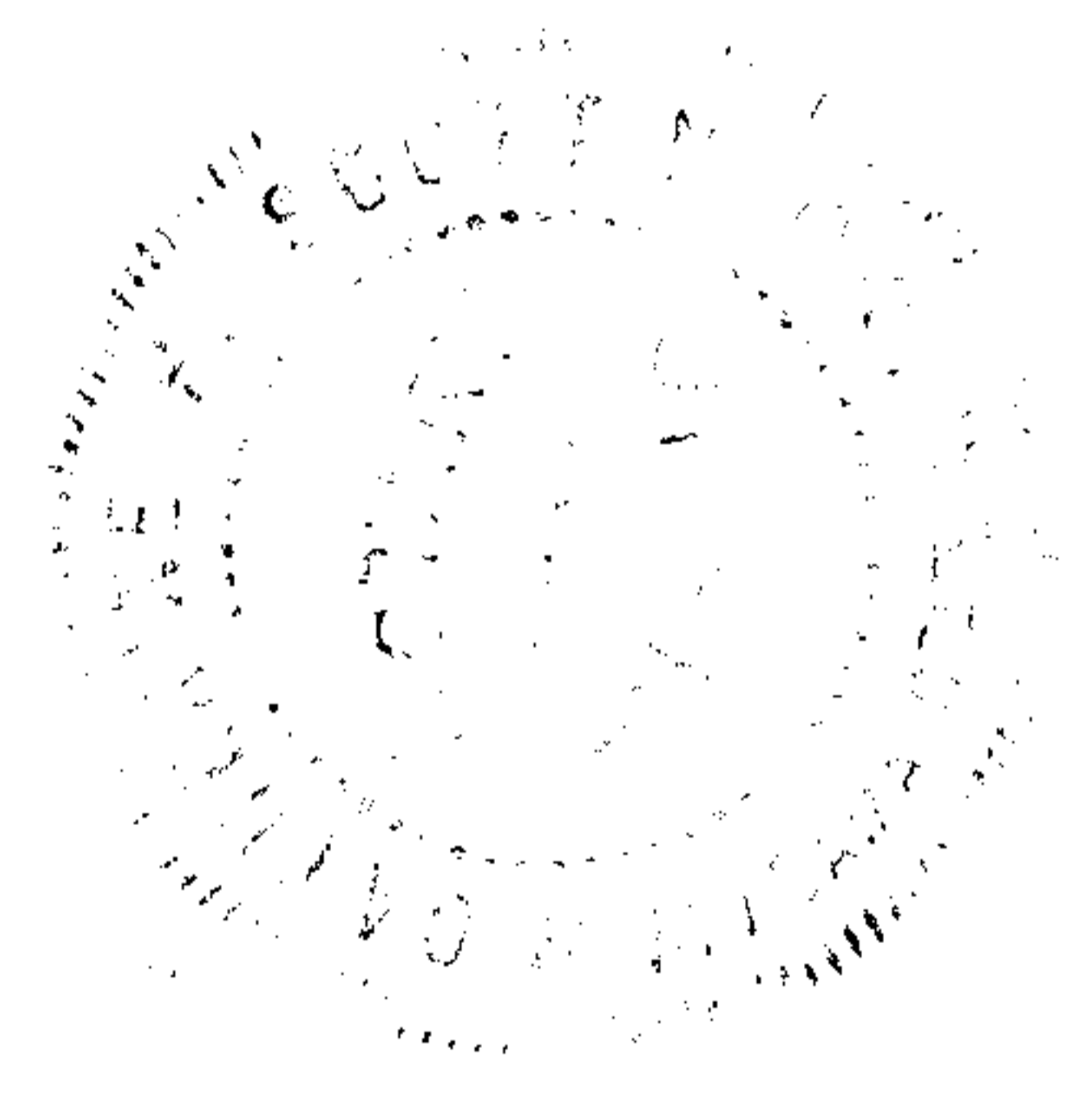
STATE OF Alabama )  
Shelby COUNTY )

I, the undersigned Notary Public, in and for said State and County, hereby certify that Neil Walker whose name as Assistant Vice President of First Financial Bank, a corporation, is signed to the foregoing Subordination, and who is known to me, acknowledged before me on this day that, being informed of the contents of the subordination, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said First Financial Bank.

Given under my hand and official seal this the 18th day of July, 2008.

[Signature: Catherine K. Scott]  
NOTARY PUBLIC

My Commission Expires: 7-28-10



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