

11.03

20080829000347260 1/1 \$11.00  
Shelby Cnty Judge of Probate,AL  
08/29/2008 12:33:59PM FILED/CERT

THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY AT LAW  
P.O. BOX 822  
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA  
SHELBY COUNTY

GENERAL SUBORDINATION AGREEMENT

WHEREAS, WILLIE M. THOMAS, JR. (hereinafter referred to as the "Borrower, whether one or more) is executing a new mortgage to FIRST UNITED SECURITY BANK, in the amount of \$ 685,659.00, said mortgage to be secured by the property described as follows:

Commence at the NE corner of the SW ¼ of the SW ¼ of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama; thence South 00 degrees 00 minutes 00 seconds East, a distance of 369.95 feet; thence North 87 degrees 02 minutes 13 seconds West, a distance of 1,154.62 feet to the POINT OF BEGINNING; thence continue along the last described course, a distance of 131.17 feet; thence South 02 degrees 25 minutes 31 seconds West, a distance of 99.15 feet; thence North 87 degrees 02 minutes 13 seconds West, a distance of 40.03 feet; thence South 02 degrees 25 minutes 31 seconds West, a distance of 15.10 feet; thence North 87 degrees 02 minutes 13 seconds West, a distance of 88.40 feet; thence South 05 degrees 18 minutes 30 seconds West, a distance of 143.31 feet; thence South 87 degrees 02 minutes 13 seconds East, a distance of 175.81 feet; thence North 45 degrees 45 minutes 15 seconds East, a distance of 132.62 feet; thence North 02 degrees 25 minutes 31 seconds East, a distance of 160.12 feet to the POINT OF BEGINNING.

According to the survey of Rodney Y. Shiflett, dated July 1, 2008.

Also, A 30' EASEMENT FOR INGRESS AND EGRESS LYING North of above described property and South of Old Highway #280, across existing paved parking lot.

WHEREAS, KERRY R. NIVENS, has a lien or other interest in said property, which would in the absence of this agreement be superior to the new mortgage to be executed by the Borrower to said FIRST UNITED SECURITY BANK, and

WHEREAS, said FIRST UNITED SECURITY BANK, desires the mortgage of KERRY R. NIVENS, to be subordinated to the new mortgage of FIRST UNITED SECURITY BANK.

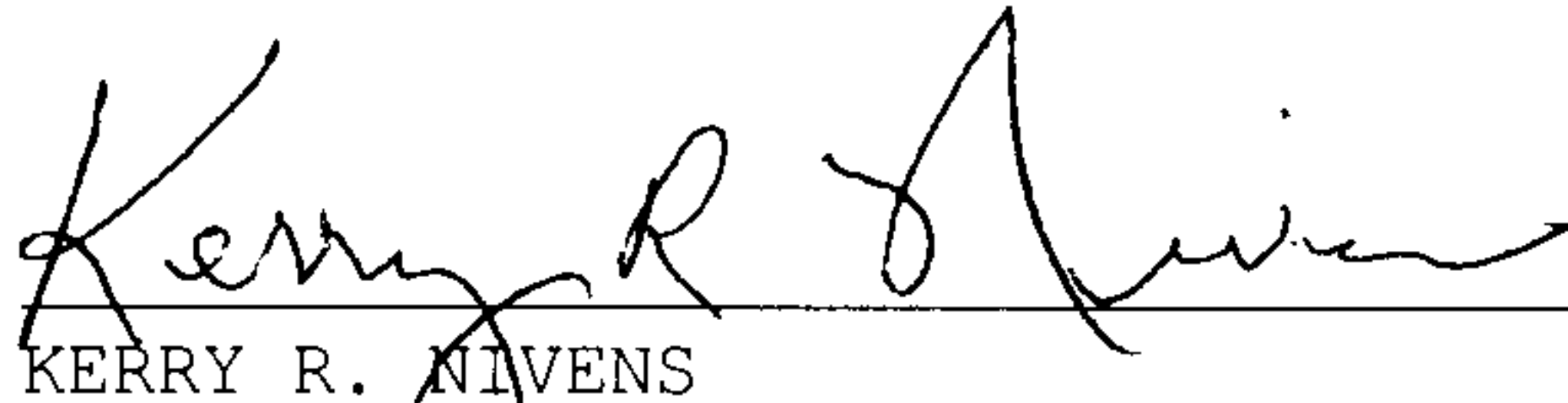
NOW THEREFORE, in consideration of the premises and other good and valuable considerations, the undersigned, KERRY R. NIVENS, does hereby agree as follows:

KERRY R. NIVENS hereby subordinates to the new mortgage to be executed by the Borrower to FIRST UNITED SECURITY BANK, its successors and/or assigns, all right, title and interest of the undersigned in and to the above described property, situated in Shelby County, Alabama, to-wit:

All rights under that certain mortgage from BILLY THOMAS a/k/a WILLIE THOMAS, JR., to KERRY R. NIVENS, dated February 1, 2005, recorded as Instrument #2004-40541, as reassigned to Kerry R. Nivens, by Instrument #2005-57412, in the Probate Office of Shelby County, Alabama,

including, without limitation, any lien which the undersigned has on said property.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal, this 19th day of August, 2008.

  
KERRY R. NIVENS

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that KERRY R. NIVENS, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he executed the same voluntarily on the date the same bears date.

Given under my official hand and seal, this 19th day of August, 2008.

  
Notary Public

My commission expires:

**CATHY JOHNSON**  
Notary Public, AL State at Large  
My Comm. Expires July 25, 2010