

UPON RECORDING PLEASE RETURN TO:

Red Mountain Bank
Attn: Andrea Garrett
P.O. Box 381748
Birmingham, Alabama 35238

Subordinate Agreement

20081209000461330 1/1 \$12.00
Shelby Cnty Judge of Probate, AL
12/09/2008 11:41:04AM FILED/CERT

This Subordination of Mortgage is executed this **24th** day of **November, 2008** by **Red Mountain Bank**.

Witnesseth

WHEREAS, **Red Mountain Bank** is the owner and holder of that certain mortgage in the amount of **One Hundred Eighty-Nine Thousand Eight Hunderd Fifty-Nine Dollars and Thirty-Seven Cents (\$189,859.37)** from **Steven Raley and Kristi R. Raley** recorded on **January 4, 2006** in Instrument Number **20060104000005700** in the Probate Office of **Shelby County, Alabama**, said property being more particularly described as follows:

Lot 28, according to the Survey of Fieldstone Park 4th Sector, as recorded in Map Book 31, page 3, in the Probate Office of Shelby County, Alabama.

WHEREAS, **Red Mountain Bank** has made a mortgage loan in the amount of **Ninety-Five Thousand Dollars (\$95,000.00)** to **Steven H. Raley and Kristi R. Raley** recorded on 12/9/2008 in Instrument Number 20081209000461330 in the Probate Office of **Shelby County, Alabama**, said loan secured by a mortgage which encumbers the above described real property.

WHEREAS, **Red Mountain Bank** as a condition for making a first mortgage loan requires **Red Mountain Bank** to subordinate the lien of its mortgage to the lien of **Red Mountain Bank** and **Red Mountain Bank** has agreed to do so.

NOW THEREFORE, for and in consideration of the premises hereof and of mutual advantages and benefits accruing to the parties hereto, **Red Mountain Bank** does hereby covenant, consent and agree to and with **Red Mountain Bank** that the lien of **Red Mountain Bank** shall be and the same is hereby made subordinate, inferior and subject in every respect to the lien of **Red Mountain Bank**, which encumbers the above described property provided, however, that the subordination is limited to the amount of **Ninety-Five Thousand Dollars (\$95,000.00)**.

IN WITNESS WHEREOF, this agreement is executed the day and year first written above.

Signed, sealed and delivered in the presence of:

RED MOUNTAIN BANK

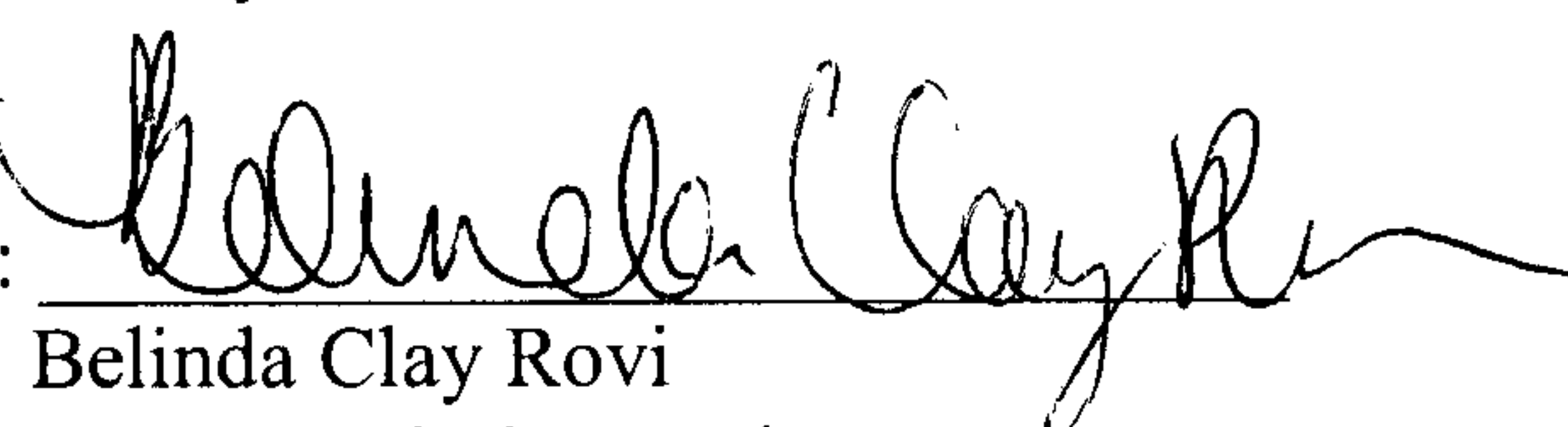

Art Freeman - Sr. Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Art Freeman** whose name as **Sr. Vice President of Red Mountain Bank**, is signed to the foregoing instrument, and who is know to me, acknowledged before me on this day, that being informed of the content of said instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this **24th** day of **November, 2008**.

Notary Public:


Belinda Clay Rovi
My Commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT L.
MY COMMISSION EXPIRES: Sept 15, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS