

20090113000010510 1/1 \$11.00
Shelby Cnty Judge of Probate, AL
01/13/2009 08:08:55AM FILED/CERT

20090112000008570 1/1 \$11.00
Shelby Cnty Judge of Probate, AL
01/12/2009 08:21:44AM FILED/CERT

UPON RECORDING PLEASE RETURN TO:

Red Mountain Bank
Attn: Loan Operations
P.O. Box 381748
Birmingham, Alabama 35238

Subordinate Agreement

*Being recorded to
correct instrument number*

This Subordination of Mortgage is executed this **31st** day of **July, 2008** by **First American Bank**

Witnesseth

WHEREAS, **First American Bank** is the owner and holder of that certain mortgage in the amount of **Twenty thousand dollars and 00/100 Dollars (\$20,000.00)** from **B & L Holding LLC** recorded on March 8, 2006 in Instrument Number 20902755, *20060308000*
in the Probate Office of **Shelby County**, Alabama, said property being more particularly described as follows: *1082/10*

Lot 60 & 62, according to the Survey of Ashley Brook as recorded in Map Book 22, page 78, in the Probate Office of Shelby County, Alabama.

The above described real estate is not the homestead of the Mortgagor.

WHEREAS, **Red Mountain Bank** has made a mortgage loan in the amount of **One hundred forty two thousand dollars and 00/100 Dollars (\$142,000.00)** to **B & L Holding, LLC** recorded on 11/18/2008 **Instrument Number 20081118000442990**
Bk: N/A Pg: N/A, 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 **First American Bank**, to subordinate the lien of its mortgage to the lien of **Red Mountain Bank** and **First American 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 **First American Bank**, does hereby covenant, consent and agree to and with **Red Mountain Bank** that the lien of **First American 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 **Twenty thousand dollars and 00/100 Dollars (\$20,000.00)**

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

Signed, sealed and delivered in the presence of:

Barbara Bender
First American Bank
Known now as RBC Bank

STATE OF ALABAMA)
JEFFERSON COUNTY)

We, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Barbara Bender whose name as Relationship Banker of **First American Bank** whose name 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 on the day the same bears date.

Given under my hand and official seal this **31st** day of **July, 2008**

Notary Public:

Amber Stenda
Notary Name

My Commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 12, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS