

This Instrument Prepared By:
Henger Rast Mortgage Corporation
3161 Cahaba Heights Road, Suite 203
Birmingham, AL 35243
Phone: (205) 271-1210

SUBORDINATION AGREEMENT

Customer Name: **Robert W. Heath & Kelly A. Heath**
Customer Account #: **6000081774**
Customer SSN: [REDACTED] and [REDACTED]

This agreement is made and entered into this 22nd day of January, 2009, by **Bryant Bank** (hereinafter referred to as "**Bryant Bank**") in favor of **Henger Rast Mortgage Corporation**, its successors and or assigns (hereinafter referred to as "Lender").

RECITAL

Bryant Bank loaned to **Robert W. Heath and Kelly A. Heath** (the "Borrower," whether one or more) the sum of **\$15,000.00**. Such loan is evidenced by a note dated **December 18, 2008**, executed by Borrower in favor of **Bryant Bank**, which note is secured by a mortgage, deed of trust, security deed to secure a debt, or other security agreement recorded on **January 5, 2009** in instrument **2009010600001970**, in the **Probate Office of Shelby County, Alabama**, (the "**Bryant Bank Mortgage**"). Borrower has requested that **Henger Rast Mortgage Corporation** ("Lender") lend to it the sum of **\$273,000.00**, which loan will be evidenced by a promissory note in such amount dated, and executed by Borrower in favor of Lender (the "Note"). The Note will be secured by a mortgage of the same date as the Note (the "Mortgage"). Lender and Borrower have requested that **Bryant Bank** execute this instrument.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **Bryant Bank** agrees that the Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien or charge of **Bryant Bank** to the extent the Mortgage secures the debt evidenced by the Note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions, and to the extent of advances made under the Note or the Mortgage necessary to preserve the rights or interest of Lender there under, but not to the extent of any future advances.



20090204000036420 2/2 \$14.00
Shelby Cnty Judge of Probate, AL
02/04/2009 01:17:08PM FILED/CERT

IN WITNESS WHEREOF, **Bryant Bank** has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

Bryant Bank
By: [Signature]
Its: VICE PRESIDENT

State of Alabama }
County of Jefferson }

Personally appeared before me, the undersigned authority in and for the said County and State, on this the 22nd day of January, 2009 within my jurisdiction, the within named Jay Dennis who acknowledged that he/she is an officer of **Bryant Bank**, a bank corporation, and that for and on behalf of the said **Bryant Bank** and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by **Bryant Bank** so to do.

Notary Must Affix Seal

[Signature: Heather Michelle Green]
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 17, 2010
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~