


STATE OF ALABAMA
JEFFERSON COUNTY


20090211000047690 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
02/11/2009 02:20:03PM FILED/CERT

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this 22nd day of January, 2009, by First Commercial Bank (hereinafter referred to as the "Holder") in favor of Synovus Mortgage Corporation, (hereinafter referred to as the "Lender"), it's successors, and assigns.

WITNESSETH:

WHEREAS, Holder did loan to Timothy Scherer, a married man and Tracy Scherer, his wife (the "Borrower", whether one or more) the sum of One Hundred Thousand Dollars and zero cents (\$100,000.00), which loan is evidenced by a note dated July 28, 2008, executed by Borrower in favor of Holder, and is secured by a mortgage, deed of trust, deed to secure debt or other security instrument dated July 28, 2008 ("the Existing Mortgage") covering the property described therein and recorded in Book 200801818000331180, page in the public records of Shelby County, Alabama.

WHEREAS, Borrower has requested Synovus Mortgage Corporation lend to it the sum of Three Hundred Forty One Thousand Dollars and zero cents (\$ 341,000.00) (the "Loan"), such Loan to be evidenced by a promissory note in such amount executed by Borrower in favor of Lender and secured by a mortgage, deed of trust, deed to secure debt, security deed or other security instrument of even date therewith (the "Superior Mortgage"); and 20090211000047680

WHEREAS, the Lender has agreed to make the Loan to the Borrower, if, but only if, the Superior Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Existing Mortgage on the terms set forth below and provided that the Holder will specifically and unconditionally subordinate the lien or charge of the Existing Mortgage to the lien or charge of the Superior Mortgage on the terms set forth below.

NOW, THEREFORE, in consideration of one dollar in hand paid by the Borrower to Holder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Holder, Holder agrees as follows:

1. The Superior Mortgage and the note secured by the Superior Mortgage and the debt evidenced by such note and all renewals and extensions thereof, or any part thereof, and all interest payable on all said debt and on any such renewals and extensions shall be and remain at all times a lien or charge on the property covered by the Superior Mortgage, prior and superior to the lien or charge to the Holder.
2. Holder acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Existing Mortgage in favor of the lien or charge of the Superior Mortgage, and that it understands that, in reliance upon and in consideration of the waiver, relinquishment, and subordination, specific loans and advances are being and will be made, and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into by the Lender which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.
3. This agreement contains the entire agreement between the parties hereto as to the Existing Mortgage and the Loan secured by the Superior Mortgage, and as to the priority thereof, and there are not agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.

