

Subordination Agreement

This Subordination of Mortgage is executed this 31st day of March, 2009, by **Red Mountain Bank, NA**.

Witnesseth

WHEREAS, **Red Mountain Bank** is the owner and holder of that certain mortgage in the amount of **Three Hundred Thousand Dollars (\$300,000.00)** from **Paul G. Adams and Emogene Argo Adams** recorded on **February 15, 2006** in instrument number, **20060215000075220**, in the Probate Office of **Shelby County, Alabama**, said property being more particularly described as follows:

Lot 16, Survey of Lake Heather Estates, Givianpour Addition to Inverness, Map Book 16, Page 121 A, B, & C, Shelby County, Alabama. Together with a non-exclusive easement to use the private roadways, access easements and other easements, all more particularly described in the Declaration of Protective Covenants for Lake Heather Estates, as recorded in Instrument 1992/18226, as amended by Instrument 1992/26078, in the Probate Office of Shelby County, Alabama, (which, together with all amendments thereto, is hereafter collectively referred to as the "Declaration"). Lot 232-A according to the Resurvey of Lot 228 and Lot 232, Lakewood, Phase 2, as recorded in Map Book 36, page 125, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

WHEREAS, Red Mountain Bank has made a mortgage loan in the amount of **Four Hundred Seventeen Thousand Dollars (\$417,000.00)** to **Paul G. Adams and Emogene Argo Adams** recorded on 4/17/2009 in Instrument Number 20090417000141380 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 amount of **Three Hundred Thousand Dollars (\$300,000.00)**, 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 **Three Hundred Thousand Dollars (\$300,000.00)** 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 **Three Hundred Thousand Dollars (\$300,000.00)**.

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, NA
George C. Pelekis
George C. Pelekis
Executive Vice President

STATE OF ALABAMA)
SHELBY COUNTY)


20090417000141390 1/1 \$11.00
Shelby Cnty Judge of Probate, AL
04/17/2009 10:59:45AM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, **George C. Pelekis**, whose name as **Executive 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 31st day of March, 2009.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 17, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS
Notary Public: Amanda William Hank
Notary Name
My commission expires: