

2009324

20090526000198090 1/1 \$12.00  
Shelby Cnty Judge of Probate, AL  
05/26/2009 03:00:52 PM FILED/CERT

Subordination Agreement

Customer Name: GARY D. FRANKLIN and DIANA FRANKLIN

THIS AGREEMENT is made and entered into on this 27 day of April, 2009, by MERCHANTS & FARMERS BANK (hereinafter referred to as "MERCHANTS & FRAMERS BANK") in favor of FIRST FEDERAL BANK its successors and assigns (hereinafter referred to as "Lender").

RECITALS

MERCHANTS & FARMERS BANK loaned to GARY D. FRANKLIN AND DIANA FRANKLIN (the "Borrowers") the sum of **\$50,095.00**. Such loan is evidenced by a note dated **11/19/2007**, executed by Borrowers in favor of MERCHANTS & FARMERS BANK, which note is secured by a mortgage, deed of trust, security deed, to secure debt, or other security agreement recorded **11/26/2007** in **INSTRUMENT 20071126000537300** and re-recorded in **Instrument 20080324000117020** in the Probate Office of **SHELBY COUNTY, ALABAMA**. Borrowers have requested that Lender lend to it the sum of \$ 143,700.00, which loan will be evidenced by a promissory note, 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 MERCHANTS & FARMERS 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, MERCHANTS & FARMERS 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 MERCHANTS & FARMERS 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 thereunder, but not to the extent of any other future advances.

*By its acceptance of this agreement, the Borrower agrees to pay the Subordination Fee set out in the MERCHANT AND FARMERS BANK Subordination Request Form, if any.*

IN WITNESS WHEREOF, MERCHANTS & FARMERS BANK has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

MERCHANTS & FARMERS BANK

*[Signature]*  
By: Y. Geron DANIEL Jr  
Its: BRANCH MANAGER

State of Alabama  
Shelby County

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 27 day of April, 2009 within my jurisdiction, the within named Y. Geron Daniel Jr who acknowledged that he/she is Branch Manager of MERCHANTS & FARMERS BANK, a banking corporation, and that for and on behalf of the said MERCHANTS & FARMERS BANK, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by MERCHANTS & FARMERS BANK so to do.

*[Signature]*  
Notary Public My Commission Expires April 26, 2010

My commission expires: \_\_\_\_\_

NOTARY MUST AFFIX SEAL  
This instrument Prepared By:  
Law Office of Charles D. Stewart, Jr.  
4898 Valleydale Road, Suite A-2  
Birmingham, AL 35242