

STATE OF ALABAMA
COUNTY OF _____

MORTGAGE SUBORDINATION AGREEMENT

This Agreement made on this 26 day of June, 2009 by and between First Federal Bank, and Craig B. Dellinger and Catherine Dellinger, Husband and Wife.

W-I-T-N-E-S-S-E-T-H:

Craig B. Dellinger and Catherine Dellinger are the owners of the following described real property located in Mobile County, Alabama to-wit:

**LOT 21, ACCORDING TO THE SURVEY OF FOWLER'S LAKE ESTATES, AS
RECORDED IN MAP BOOK 3, PAGE 148, IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY,
ALABAMA.**

Whereas, First Federal Bank, is the owner of a mortgage dated August 29, 2007, with a credit limit in the amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and recorded September 7, 2007, in Instrument #20070907000422260, in the Probate Office of Shelby County, Alabama covering the real property described above, and First Federal Bank is also the owner of the promissory note described in said mortgage, and,

Whereas, First Federal Bank has made a loan on such premises and upon the condition that the said First Federal Bank, shall subordinate the evidenced by the note and mortgage executed by Craig B. Dellinger and Catherine Dellinger.

NOW THEREFORE, in consideration of the sum of ONE DOLLAR AND NO/100 DOLLARS (\$1.00) in hand paid each of the parties hereto to the other, the receipt hereof is hereby acknowledged and of other good and valuable consideration, and in order to induce First Federal Bank to make the said loan and to subordinate the said mortgage of First Federal Bank, it is mutually agreed as follows:

That First Federal Bank consents to and with First Federal Bank, that the lien of it's mortgage as hereinabove referenced, is now, and shall continue to be subject and subordinate to the lien of the mortgage made to First Federal Bank in the amount of ONE HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$145,000.00) dated the 26 day of June, 2009 and recorded in office of the Judge of Probate of Shelby County, Alabama, in Real Property Book _____, Page____.

That this Agreement shall be binding upon and secure the parties hereto and their respective heirs, legal representatives, successors and assigns, and shall inure to the benefit of First Federal Bank, it's successors and assigns.



20090706000258800 2/2 \$14.00
Shelby Cnty Judge of Probate, AL
07/06/2009 03:23:04 PM FILED/CERT

IN WITNESS WHEREOF, all parties to the Agreement have caused this Agreement to be signed, thereunto duly authorized, duly attested all on this the 26 of June, 2009.

Craig B. Dellinger
Craig B. Dellinger

Catherine Dellinger
Catherine Dellinger

FIRST FEDERAL BANK

By: Paige Holmes
Paige Holmes
It's: CFO

STATE OF ALABAMA
MOBILE COUNTY

On this the 26 day of June, 2009, I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Craig B. Dellinger and Catherine Dellinger are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he/she/they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26 day of June, 2009.

[Signature]
Notary Public

My commission expires: 4/4/2012

STATE OF ALABAMA
TUSCALOOSA COUNTY

On this the 24th day of June, 2009, I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Paige Holmes, as CFO of First Federal Bank, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he/she, as such officer, and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said corporation.

Given under my hand and official seal this the 24th day of June, 2009.

[Signature]
Notary Public
My commission expires: 03/12/2011