

ST. CLAIR COUNTY

## MORTGAGE SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is dated <u>July 8, 2009</u> by and between Aliant Bank, a corporation, ("Subordinating Lender") and <u>Aliant Mortgage</u>, a corporation, with a place of business at <u>200 Aliant Parkway Alexander City, AL 35010</u> ("Lender").

WHEREAS, Chrissie H. Cox ("Borrower/s") executed and delivered to Subordinating Lender a mortgage in the sum of \$Eighty Four Thousand Five Hundred and No/100 dollars (\$84,500.00) dated January 6, 2009, and recorded January 20, 2009 under instrument #20090120000015930 in the Office of the Judge of Probate of Shelby County, Alabama, which mortgage is a lien on the following described property:

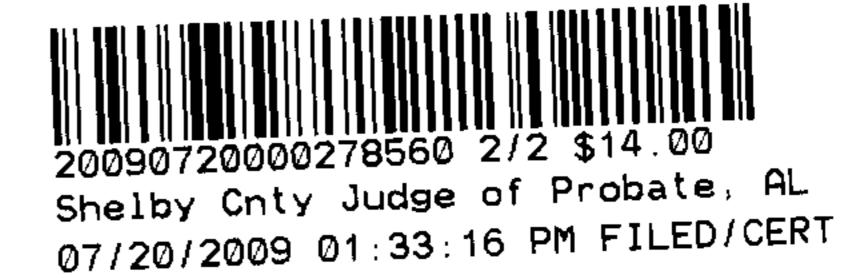
Legal Description: 2760 Berkeley Drive., Birmingham, Alabama 35242 being further described as Lot 12 and 12A, Block 9, according to the Amended Map of the First Addition to Woodford, as recorded in Map Book 10, page 86, in the Probate Office of Shelby County, Alabama.

WHEREAS, the Borrower executed and delivered to Lender a mortgage in the sum of Eighty Four Thousand Five Hundred and No/100 dollars (\$84,500.00), which mortgage is a lien on the same above-referenced property in the records of Shelby County:

WHEREAS, Lender has required that as a condition of its loan to Borrower that the lien of the mortgage executed by Borrower to the Subordinating Lender be subordinated to the lien of the mortgage executed by Borrower to Lender, to which Subordinating Lender has agreed under the conditions provided herein.

NOW THEREFORE, intending to be legally bound hereby, the undersigned agrees as follows:

- 1. That the lien of mortgage executed by the Borrower to Subordinating Lender shall be subordinated to the lien of the mortgage executed by the Borrower to Lender provided that the lien of the mortgage to Subordinating Lender shall be subordinated to the lien of the mortgage to Lender only to the extent that the lien of the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.
- 2. That the mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated both in lien and in payment to the mortgage executed by the Borrower to Lender to the extent that the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.



3. That to the extent that the mortgage of Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property, the lien of the mortgage executed by Borrower to Lender shall not be affected or impaired by the judicial sale under a judgment recovered under the mortgage made by the said Borrower to Subordinating Lender, but any such sale shall be subject to the lien of the said mortgage executed by the Borrower to Lender as well as any judgment obtained upon the bond or note secured thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of the date first above written.

ALIANZ-BANK

By: Douglas L. Williamson

Its: St. Clair Area President

**NOTARY** 

STATE OF ALABAMA ST. CLAIR COUNTY

I, the undersigned, a notary public in and for said state and county, hereby certify that <u>Douglas L. Williamson</u>, whose name as <u>St. Clair Area President</u> of Aliant Bank, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this date that the statements and representations made therein are true, and being informed of the contents of the foregoing agreement, and in his capacity as aforesaid, he executed the same voluntarily on behalf of said company.

Dated this 8<sup>th</sup> day of July, 2009.

Notary Public: Terry A. Tyler

My Commission Expires: June 27, 2011