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20091204000446970 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
12/04/2009 01:27:42 PM FILED/CERT

STATE OF ALABAMA)
JEFFERSON COUNTY)

SUBORDINATION AGREEMENT

This Subordination Agreement is made and entered into effective the 19th day of November, 2009, by **BRYANT BANK** ("Secured Party") in favor of AmTrust Bank.

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

WHEREAS, Michael Long and Amanda Long (collectively, the "Borrowers") are the owners of certain real property and improvements located in Shelby County, Alabama, being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "collateral"); and

WHEREAS, the borrowers have previously obtained a loan from Secured Party in the original principal amount of \$10,000.00, which loan was secured by, among other things, a mortgage on the Collateral which was recorded July 28, 2008 in Mortgage Book 20080728000301470, in the Probate Office of Shelby County, Alabama (the "Mortgage"); and

WHEREAS, the Borrowers have obtained a loan from AmTrust Bank, as evidenced by that certain promissory note of even date herewith in the original principal amount of \$166,400.00; and

WHEREAS, Secured Party has agreed to subordinate its Mortgage and security interest in the Collateral to the mortgage and security interest to AmTrust Bank.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in the order to induce AmTrust Bank to make the said loan to Borrowers, it is hereby agreed as follows:

- 1) Secured Party hereby subordinated its Mortgage and security interest in the Collateral to the debt owed to Bryant Bank as described above and consents to and with AmTrust Bank and Mortgagor that the Mortgage and the security interest of Secured Party in and to the Collateral, is now, and shall continue to be subject and subordinate to the mortgage and security interest granted by Mortgagor to AmTrust Bank in an amount up to \$166,400.00, together with all advances made thereon and all fees, expenses, and cost, including attorney's fees, uncured in connection with said loan.
- 2) That this Agreement shall be binding upon and secure the parties hereto and their respective successors and assigns and shall inure the benefit of AmTrust Bank, its successors and assigns.

- 3) That this agreement shall continue to apply, without restriction or limitation, to any modifications, amendments, additions or deletions to the indebtedness of Borrowers to Bryant Bank which is secured by the Collateral; provided, however, that this Agreement shall not apply to the extent of any indebtedness from Borrowers to Bryant Bank in excess of \$10,000.00 together with all advances made thereon and all fees, expenses, and costs, including attorney's fees, incurred in connection with said loan.


IN WITNESS WHEREOF, the undersigned has executed this Agreement under seal as of the date first written above.

SECURED PARTY

Bryant Bank

By: Brian Ethridge
As Its E.V.P.

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)


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I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, does hereby certify that Brian Ethridge, whose name as E.V.P. of Bryant 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 said instrument, he, as such officer with full authority, executed the same voluntarily for and as the act the said banking corporation.

GIVEN under my hand and official seal of office on this the 16th day of November, 2009

Carrie L. Crawford
Notary Public in and for the
State of Alabama at Large
My Commission Expires _____

MY COMMISSION EXPIRES JANUARY 13, 2011

EXHIBIT A

Collateral



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**Lot 412, according to the Survey of Savannah Point, SectorV, Phase I,
as recorded in Map Book 26, Page 50, in the Office of the Judge of
Probate of Shelby County, Alabama.**