

STATE OF ALABAMA
JEFFERSON COUNTY

Return To:
BCAC-D
401 7th St
N. Brighton, PA 15066
SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this 08 day of February, 2010, by First Commercial Bank (hereinafter referred to as the "Holder") in favor of Bank of America, (hereinafter referred to as the "Lender"), it's successors, and assigns.

WITNESSETH:

WHEREAS, Holder did loan to Davis, Christin N. and Gregory P. (the "Borrower", whether one or more) the sum of Fifteen Thousand and 00/100 (\$15,000.00), which loan is evidenced by a note dated 05/09/2007, executed by Borrower in favor of Holder, and is secured by a mortgage, deed of trust, deed to secure debt or other security instrument dated 06/08/2007 ("the Existing Mortgage") covering the property described therein and recorded in Book Instr #20070608000268480, page in the public records of Shelby County, Alabama.

WHEREAS, Borrower has requested Bank of America lend to it the sum of One Hundred Fifty Thousand Nine Hundred Twelve and 00/100 (\$ 150,912.00) (the "Loan"), such Loan to be evidenced by a promissory note in such amount executed by Borrower in favor of Lender and secured by a mortgage, deed of trust, deed to secure debt, security deed or other security instrument of even date therewith (the "Superior Mortgage"); and

WHEREAS, the Lender has agreed to make the Loan to the Borrower, if, but only if, the Superior Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Existing Mortgage on the terms set forth below and provided that the Holder will specifically and unconditionally subordinate the lien or charge of the Existing Mortgage to the lien or charge of the Superior Mortgage on the terms set forth below.

NOW, THEREFORE, in consideration of one dollar in hand paid by the Borrower to Holder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Holder, Holder agrees as follows:

1. The Superior Mortgage and the note secured by the Superior Mortgage and the debt evidenced by such note and all renewals and extensions thereof, or any part thereof, and all interest payable on all said debt and on any such renewals and extensions shall be and remain at all times a lien or charge on the property covered by the Superior Mortgage, prior and superior to the lien or charge to the Holder.

2. Holder acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Existing Mortgage in favor of the lien or charge of the Superior Mortgage, and that it understands that, in reliance upon and in consideration of the waiver, relinquishment, and subordination, specific loans and advances are being and will be made, and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into by the Lender which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

3. This agreement contains the entire agreement between the parties hereto as to the Existing Mortgage and the Loan secured by the Superior Mortgage, and as to the priority thereof, and there are not agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.

4. This agreement shall be binding upon the Holder, its successors and assigns and shall inure to the benefit of the Lender, its successors and assigns.

5. No waiver shall be deemed to be made by the Holder of any of its rights hereunder or under the Existing Mortgage, unless the same shall be in writing signed on behalf of the Holder, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the Holder, or the obligations of the Borrower to the Holder in any other respect at any other time.

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

FIRST COMMERCIAL BANK

ATTEST

By: Dianne Walker
Its: Credit Support Asst.

State of Alabama
Jefferson County

I, the undersigned authority, a Notary Public in and for said county in said State hereby certify that DIANNE WALKER, whose name as CREDIT SUPPORT ASST. of First Commercial 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, the officer, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 8 day of FEBRUARY, 2010.

[SEAL]

Candace Joy Byrum
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 4, 2013
~~NOTED THAT NOTARY PUBLIC~~

This Instrument Prepared By:
Dianne Walker
First Commercial Bank
P.O. Box 11746
Birmingham, AL 35202

EXHIBIT "A"

SITUATE IN THE COUNTY OF SHELBY, STATE OF ALABAMA:

LOT 9, ACCORDING TO THE SURVEY OF DEARING DOWNS, 11TH ADDITION, AS RECORDED IN
MAP BOOK 15, PAGE 90 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

MINERAL AND MINING RIGHTS EXCEPTED.

SUBJECT TO: ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.

TAX I.D. NO: 13-6-23-3-000-082.082

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED

GRANTOR: WILLIAM C. SPARKS AND HIS WIFE DIANE T. SPARKS

GRANTEE: GREGORY P. DAVIS AND CHRISTIN N. DAVIS, AS JOINT TENANTS

WITH RIGHT OF SURVIVORSHIP

DATED: 5/31/2002

RECORDED: 6/5/2002

DOC#/BOOK-PAGE: 20020605000263900

NOTE: FOR STREET NUMBERING PURPOSES KNOWN AS: 1801 OLYMPIA CIRCLE, HELENA, AL
35080-4124

END OF SCHEDULE A