


UPON RECORDING PLEASE RETURN TO:

**National Bank of Commerce
f/k/a Red Mountain Bank, N.A.
Attn: Linda Andrews
P. O. Box 381748
Birmingham, AL 35238**


20101215000421720 1/1 \$13.00
Shelby Cnty Judge of Probate, AL
12/15/2010 01:23:17 PM FILED/CERT

Subordinate Agreement

This Subordination of Mortgage is executed this 8th day of November, 2010 by **National Bank of Commerce f/k/a Red Mountain Bank, N.A.**

Witnesseth

WHEREAS, **National Bank of Commerce f/k/a Red Mountain Bank, N.A.** is the owner and holder of that certain mortgage in the amount of **Sixty Five Thousand Dollars (\$65,000.00)** from **Brad Pickering** recorded on **April 4, 2008** in Instrument Number **20080404000137010**, in the Probate Office of **Shelby County, Alabama**, and modified and amended on **August 4, 2008** in Instrument Number **20080804000312350** and modified and amended on **September 26, 2008** in Instrument Number **20080926000382050** said property being more particularly described as follows:

Lot 14, according to the Survey of Townes in Brook Highland, as recorded in Map Book 30, Pages 133 A and B, in the Probate Office of Shelby County, Alabama.

WHEREAS, **Fairway Independent Mortgage Corporation** has made a mortgage loan in the amount of **One Hundred Sixty Three Thousand Dollars (\$163,000.00)** to **Brad Pickering** recorded on _____ in Instrument Number * , in the Probate Office of **Shelby County, Alabama**, said loan secured by a mortgage which encumbers the above described real property.

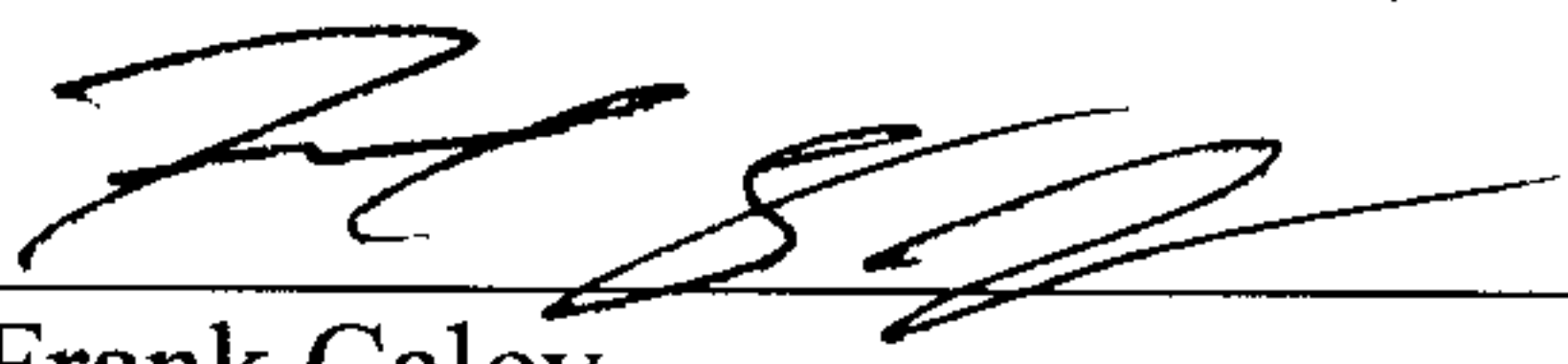
* 20101215000421710

WHEREAS, **Fairway Independent Mortgage Corporation** as a condition for making a first mortgage loan requires **National Bank of Commerce f/k/a Red Mountain Bank, N.A.** to subordinate the lien of its mortgage to the lien of **Fairway Independent Mortgage Corporation** and **National Bank of Commerce f/k/a Red Mountain Bank, N.A.** has agreed to do so.

NOW THEREFORE, for and in consideration of the premises hereof and of mutual advantages and benefits accruing to the parties hereto, **National Bank of Commerce f/k/a Red Mountain Bank, N.A.** does hereby covenant, consent and agree to and with **Fairway Independent Mortgage Corporation** that the lien of **National Bank of Commerce f/k/a Red Mountain Bank, N.A.** shall be and the same is hereby made subordinate, inferior and subject in every respect to the lien of **Fairway Independent Mortgage Corporation**, which encumbers the above described property provided, however, that the subordination is limited to the amount of **One Hundred Sixty Three Thousand Dollars (\$163,000.00)**.

IN WITNESS WHEREOF, this agreement is executed the day and year first written above. Signed, sealed and delivered in the presence of:

**NATIONAL BANK OF COMMERCE
F/K/A RED MOUNTAIN BANK, N.A.**



Frank Caley
Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Frank Caley** whose name as **Vice President of National Bank of Commerce f/k/a Red Mountain Bank, N.A.**, is signed to the foregoing instrument, and who is know to me, acknowledged before me on this day, that being informed of the content of said instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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

Notary Public: Sharon Kilgore
Notary Name

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 23, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Loan #8001033