


PREPARED BY:
S. KENT STEWART
STEWART & ASSOCIATES
3595 GRANDVIEW PKWY
BIRMINGHAM, AL 35243

SUBORDINATION AGREEMENT


20111110000340480 1/1 \$13.00
Shelby Cnty Judge of Probate, AL
11/10/2011 02:34:45 PM FILED/CERT


STATE OF ALABAMA
COUNTY OF SHELBY

Whereas, Debra J. McDurmin and Richard E. McDurmin, Mortgagors, have an outstanding lien in favor of COVENANT BANK, on certain real property described therein to secure an indebtedness, and said lien is in full force and effect; and; whereas, Mortgagors, have made an application to Aliant Bank, for a Mortgage loan in the sum of \$160,000.00 and said Aliant Bank is willing to make said loan to the said Debra J. McDurmin, provided she furnish it with a mortgage on the lands described in the aforesaid lien, and the said subordinate the above described lien and make the same second and subservient to the mortgage of Aliant Bank, and; Whereas, Covenant Bank is willing to subordinate its said lien and make it second and subservient to the mortgage of said Aliant Bank, its successor and/or assigns, as an inducement to it to make said loan.

NOW THEREFORE, in consideration of the premises and the further consideration of the sum of \$1.00, cash in hand paid, the LENDER by , the receipt of which is hereby acknowledged, the said Mortgage to Debra J. McDurmin and Richard E. McDurmin, Mortgagors, to Covenant Bank, Mortgagee, in the principal amount of \$65,000.00, dated April 8, 2010, and recorded in the Probate Office of Shelby County, Alabama in Instrument No. 20100416000117060, shall be second and subservient to the mortgage of Aliant Bank, its successors and/or assigns, to secure the sum of \$160,000.00, plus interest, on the land described therein, and the said lien of the said Covenant Bank, shall be second and subordinate to the mortgage of Aliant Bank, its successors and/or assigns, said mortgage to be recorded in Shelby County, Alabama.

IT IS FURTHER agreed that should Debra J. McDurmin and Richard E. McDurmin, Mortgagors, default in their payments or the terms of the real estate mortgage to Aliant Bank, the said Aliant Bank, its successors and/or assigns, agrees to notify Covenant Bank, its successors and/or assigns, of said default prior to taking legal action.

IN WITNESS WHEREOF, the said Covenant Bank has caused its name to be signed on this the 5th day of October, 2011.

BY: 
As its: S. V. P.

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned Notary Public and for said state and county, hereby certify that Jeffrey T. Jacks, whose name as S. V. P. of , a Corporation, is signed to the foregoing conveyance, 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 for and as the act of said Corporation.

Given under my hand and official seal on this 5th day of October, 2011.
