

MORTGAGE LIEN SUBORDINATION AGREEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, That on November 16, 2007, Michael D Nichols, and wife, Tina S Nichols (hereinafter referred to as "Mortgagor") did execute to Southern States Bank (hereinafter referred to as "Mortgagee") a mortgage in the amount of SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS and no/100, which then and does now constitute a lien as recorded in Instrument No. 20071211000560150, in the Office of the Judge of Probate of Shelby County, Alabama, on said property described as follows:

Lot 113, according to the survey of Stagecoach Trace, Sector 1, as recorded in Map Book 25, Page 24 A,B, & C, in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, the sum of SIXTEEN THOUSAND THREE HUNDRED AND SIXTY FIVE and 27/100 (\$16,365.27) DOLLARS is still owed on the debt secured by such mortgage; and

WHEREAS, Mortgagor desires to refinance the existing first mortgage on said property through a new term mortgage in favor of America's First Federal Credit Union, (hereinafter referred to as "BANK") and to secure such loan by mortgage lien on the above described property, and desires that mortgage lien in favor of Mortgagee be subordinated and made junior to a mortgage lien which Mortgagor desires to effect by executing said mortgage with the BANK;

WHEREAS, Mortgagee (in consideration of the fact that their mortgage will be better secured as a second lien on the property) has previously agreed, and are now willing and desirous of executing such document as is necessary to effect the subordination of their mortgage lien so as to allow Mortgagor to execute a mortgage furnishing a valid first lien in favor of and to the BANK;

NOW, THEREFORE, Mortgagee does hereby subordinate its mortgage lien on the above described land, as established by mortgage, with such mortgage now, by virtue of this document, hereby being made subordinate and junior to the mortgage executed by Mortgagor to America's First Federal Credit Union, dated April 25, 2012, and which mortgage is being recorded simultaneously with this agreement, to secure an indebtedness of approximately \$219,000.00.

Be it known, however, that the mortgage in favor of Mortgagee shall in all other respects remain in full force and effect and constitute a first valid lien against the above described property as to all other liens (with the sole exception of the lien created in favor of America's First Federal Credit Union).

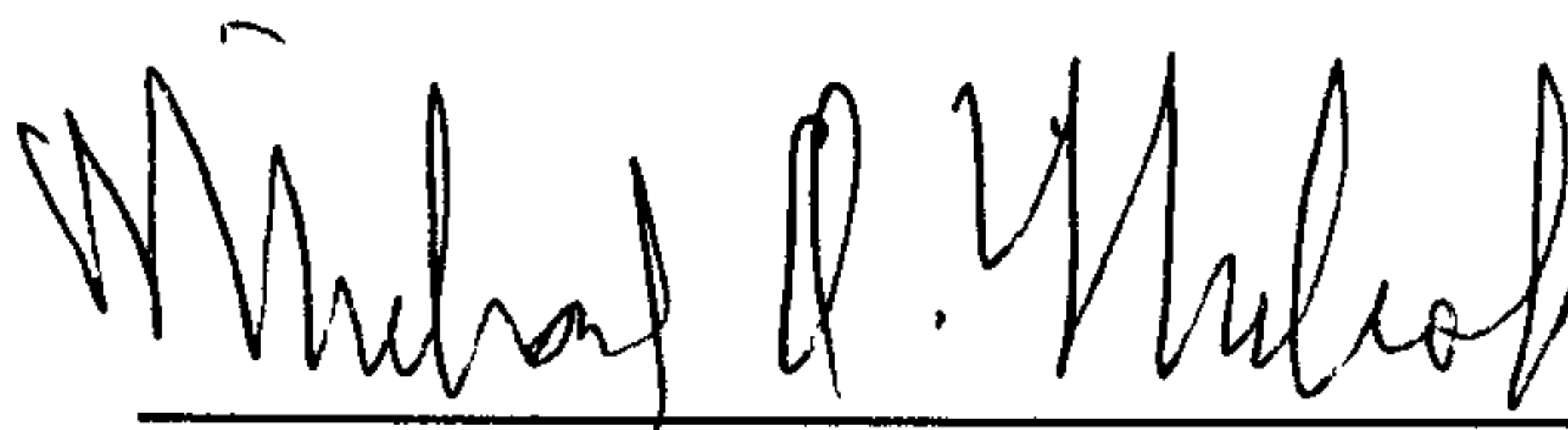
Mortgagor and Mortgagee warrant that Mortgagee is the owner of the mortgage.

IN WITNESS WHEREOF, we have hereunto set our signatures and seals this 25th day of April, 2012.

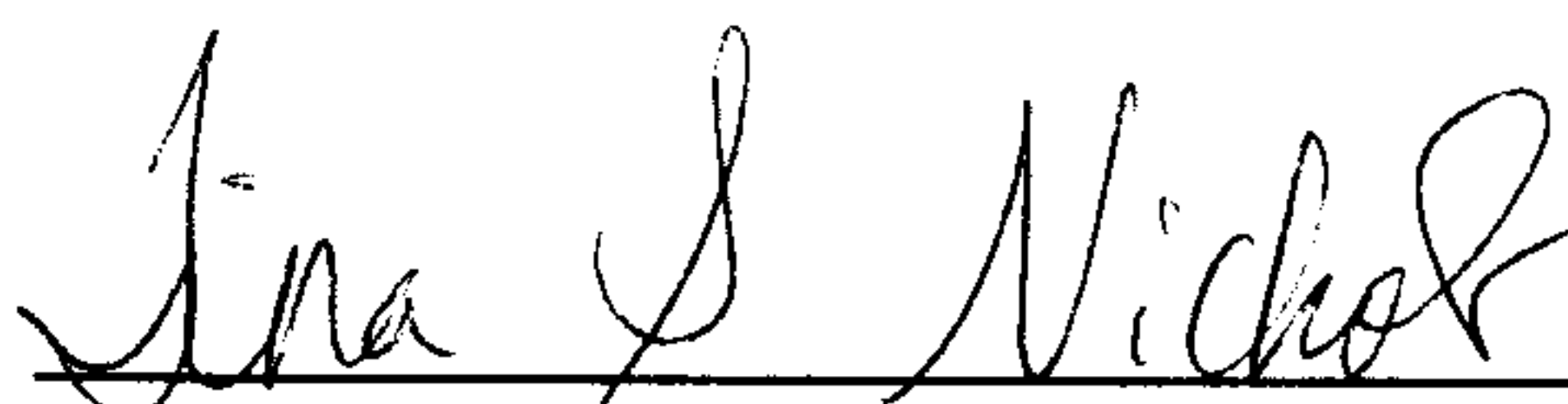
SIGNATURES ON SUBSEQUENT PAGES



20120430000148320 2/4 \$21.00
Shelby Cnty Judge of Probate, AL
04/30/2012 01:49:45 PM FILED/CERT



Michael D Nichols



Tina S Nichols

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Michael D Nichols and wife, Tina S Nichols, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of the foregoing instrument, they executed the same voluntarily and as their act on the day the same bears date.

Given under my hand and official seal this the 25 day of April _____, 2012.



Notary Public

My Commission Expires: 8-28-13

This Instrument Was Prepared by:
Chesley P. Payne, Attorney
Massey, Stotser & Nichols, P.C.,
1780 Gadsden Highway
Birmingham, Alabama 35235



20120430000148320 3/4 \$21.00
Shelby Cnty Judge of Probate, AL
04/30/2012 01:49:45 PM FILED/CERT

Southern States Bank

BY: Luke Kennedy

Its: Assistant Vice President

STATE OF Alabama
COUNTY OF Jefferson


I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Luke Kennedy, whose name as Assistant Vice President of Southern States 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 such instrument, he/she, 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 the 25 day of April, 2012.

Luke S. Whittier

Notary Public

My Commission Expires: 8-29-13


20120430000148320 4/4 \$21.00
Shelby Cnty Judge of Probate, AL
04/30/2012 01:49:45 PM FILED/CERT