

4a 24

This instrument prepared by:

BRYANT BANK
2721 John Hawkins Parkway
Hoover, Al 35244

STATE OF ALABAMA)

Shelby COUNTY)

SUBORDINATION AGREEMENT

This Mortgage Subordination Agreement is made and entered into effective the 30th, day of April, 2012, by and between BRYANT BANK ("Secured Party") and Hamilton Mortgage Corporation, ("First Mortgage Lender".)

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

WHEREAS, Kenneth A Needham and Alana H Needham, (collectively, the "Borrowers") are the owners of certain real property and improvements located in ~~SOOK~~ County, Alabama, being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Collateral".); and *Shelby County

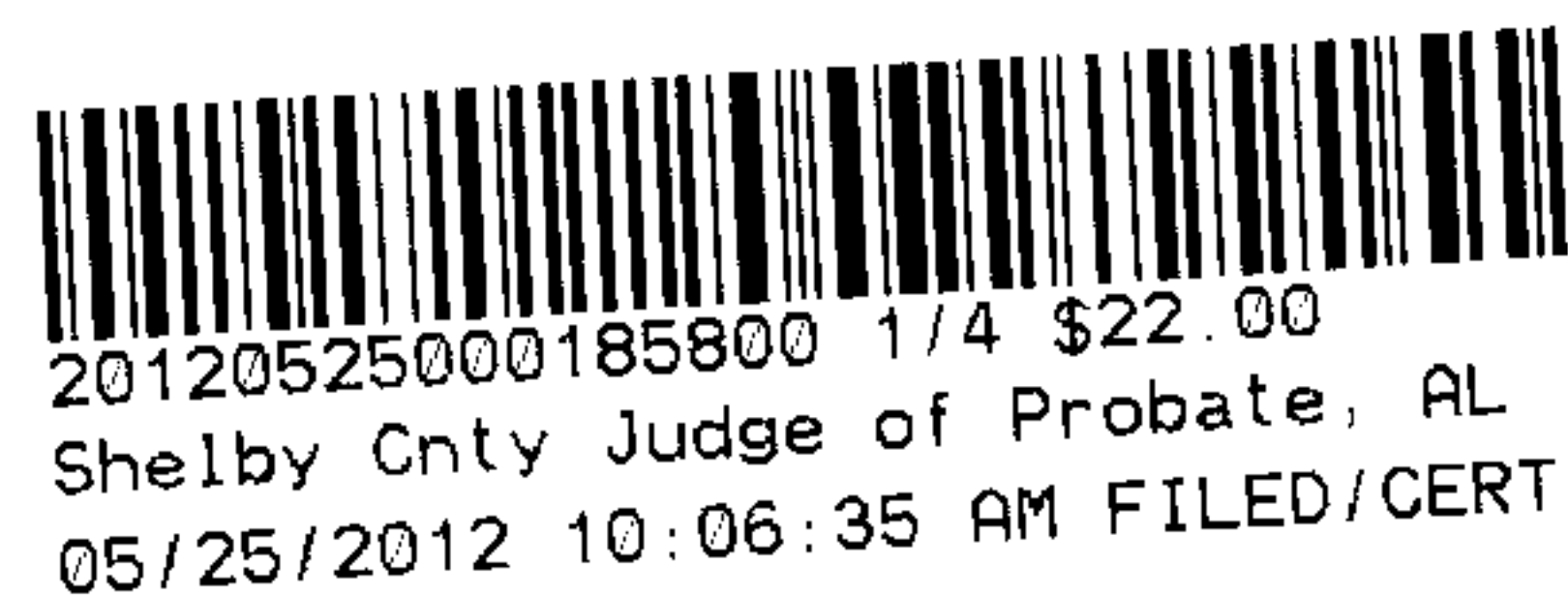
WHEREAS, the Borrowers previously obtained a loan from Secured Party in the original principal amount of One Hundred Twenty Three Thousand and zero cents; said loan having been secured by, among other things, a mortgage on the Collateral which was recorded on 10/3/2008, in Instrument #20081003000391940, in the Probate Office of Shelby County, Alabama (the "Mortgage");

WHEREAS, the Borrowers have obtained a loan from First Mortgage Lender, its successors and/or assigns as their interests may appears, as evidenced by that certain promissory note of even date herewith in the original principal amount of (Four Hundred Seventeen Thousand Dollars and zero cents), which loan is secured by a mortgage on the Collateral; and

WHEREAS, Secured Party has agreed to subordinate its Mortgage and security interest in the Collateral to the mortgage and security interest executed by Borrowers in favor of First Mortgage Lender, its successors and/or assigns as their interest may appear.

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 order to induce First Mortgage Lender to make said loan to Borrowers, it is hereby agreed as follows:

1. Secured Party hereby subordinates its Mortgage and security interest in the Collateral to the debt owed to First Mortgage Lender, its successors and/or assigns as their interests may appear, as described above and consents to and with First Mortgage Lender and Borrowers that the Mortgage and 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 Borrowers to First Mortgage Lender, its successors and/or assigns as their interests may appear,



in an amount up to (Four Hundred Seventeen Thousand Dollars and zero cents), together with all advances made thereon and all fees, expenses, and costs, including attorney's fees, incurred in connection with said loan.

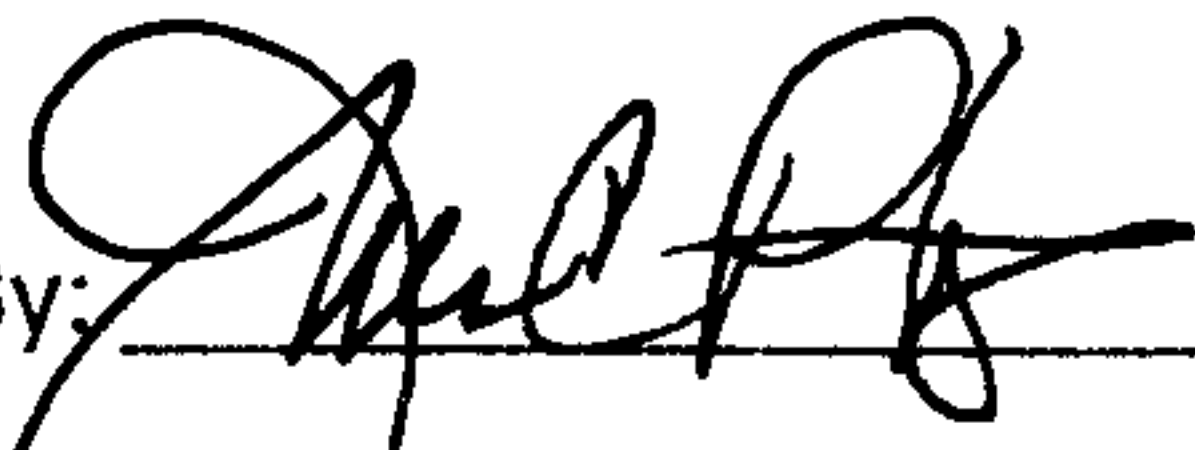
2. That this Agreement shall be binding upon and secure the parties hereto and their respective heirs, legal representatives, successors and assigns and shall inure to the benefit of First Mortgage Lender, its successors and assigns.
3. That this Agreement shall continue to apply, without restriction or limitation, to any modifications, amendments, additions or deletions to the indebtedness of Borrowers to Secured Party which is secured by the Collateral; provided, however, that this Agreement shall not apply to the extent of any indebtedness from Borrowers to Secured Party in excess of 1, 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:

20120525000185800 2/4 \$22.00
Shelby Cnty Judge of Probate, AL
05/25/2012 10:06:35 AM FILED/CERT

BRYANT BANK

By: 
John C Platt
As its: Vice-President

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, do hereby certify that John C. Pugh, whose name as Vice President 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/she as such officer and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and official seal of office on this 30th day of April, 2012.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 8, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS



Laonda B. Vanderschuer

Notary Public in and for the State of Alabama
At Large

My Commission Expires: Dec 8, 2014

20120525000185800 3/4 \$22.00
Shelby Cnty Judge of Probate, AL
05/25/2012 10:06:35 AM FILED/CERT

EXHIBIT A
LEGAL DESCRIPTION

Lot 22-53, according to the Survey of Highland Lakes, 22nd Sector, Phase II, an Eddleman Community, as recorded in Map Book 36, Page 94 A-C, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument #1996-17543 and further amended in Instrument # 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 22nd Sector, Phase II, recorded as Instrument No. 20060605000263860 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration"). Mineral and mining rights excepted.

