

WHEN RECORDED MAIL TO:

Aliant Bank a division of USAMERIBANK

Attn: Amanda Bivins
1100 Corporate Parkway
Birmingham, AL 35242

Loan # 61003850

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this 30th day of August 2012, by and between Aliant Bank a division of USAmeriBank, a corporation, with a place of business at 1100 Corporate Parkway, Birmingham, AL 35242 ("Subordinating Lender") and Aliant Bank a division of USAmeriBank, a corporation, with a place of business at 1100 Corporate Parkway, Birmingham, AL 35242 ("Lender").

WHEREAS, F. William Keith, Jr. and Bobbie Y. Keith ("Borrower") executed and delivered to Subordinating Lender a mortgage in the sum of One Hundred Seventeen Thousand Nine Hundred 00/100 Dollars (\$117,900.00), dated April 13, 2007 and recorded on April 25, 2007 in Document Number 20070425000190290 in the records of the Judge of Probate of Shelby County, Alabama, which mortgage is a lien on the following described property:


Lot 11, according to the Survey of The Meadow at Tara, as recorded in Map Book 29, Page 46 in the Probate Office of Shelby County, Alabama

WHEREAS, the Borrower executed and delivered to Lender a mortgage in the sum of Three Hundred Fifty-Eight Thousand Dollars (\$358,000.00), dated August 31, 2012 which mortgage is intended to be recorded herewith in the records of Shelby County, AL;

WHEREAS, Lender has required as a condition of its loan to Borrower that the lien of the mortgage executed by the Borrower to the Subordinating Lender be subordinated to the lien of the mortgage executed by Borrower to Lender to which Subordinating Lender has agreed on the conditions provided herein,

NOW THEREFORE, intending to be legally bound hereby, the undersigned agree as follows:

1. That the lien of mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated to the lien of the mortgage executed by the Borrower to Lender provided, however, that the lien of the mortgage to Subordinating Lender shall be subordinated to the lien of the mortgage to Lender only to the extent that the lien of the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.
2. That the mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated both in lien and payment to the mortgage executed by the Borrower to Lender to the extent that the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.


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Shelby Cnty Judge of Probate, AL
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3. That to the extent the mortgage of Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property, the lien of the mortgage executed by Borrower to Lender shall not be affected or impaired by a judicial sale under a judgment recovered under the mortgage made by the said Borrower to Subordinating Lender but any such sale shall be subject to the lien of the said mortgage executed by the Borrower to Lender as well as any judgment obtained upon the bond or note secured thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of the date first above written.

Aliant Bank, a division of ~~USAMERIBANK~~
By Val Holston
Val Holston
Vice President

STATE OF ALABAMA

COUNTY OF MONTGOMERY


On this the 30 day of August, 2012, before me, the undersigned officer of the state and county mentioned, personally appeared Val Holston, with whom I am personally acquainted (proven to me on the basis of satisfactory evidence), and who further acknowledged that she is a Vice President of the maker or constituent of the maker and is authorized by the maker or its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jude Chumley
NOTARY PUBLIC

My commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 12, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS


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