

20121017000399020 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
10/17/2012 11:36:22 AM FILED/CERT

This instrument prepared by:

Cathy Isbell/BRYANT BANK  
2700 Cahaba Village Plaza  
Mountain Brook, AL 35243

Loan Number: 6000072902

STATE OF ALABAMA )

Jefferson COUNTY )

### SUBORDINATION AGREEMENT

This Mortgage Subordination Agreement is made and entered into effective the 18th, day of September, 2012, by and between BRYANT BANK ("Secured Party") and Fairway Independent Mortgage Company, ("First Mortgage Lender".)

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

WHEREAS, Michael K Anderson Jr and Andrea Anderson, (collectively, the "Mortgagors") is/are the owners of certain real property and improvements located in Shelby County, Alabama, being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Collateral".); and

WHEREAS, Michael K Anderson Jr and Andrea Anderson (collectively, the "Borrowers") previously obtained a loan from Secured Party in the original principal amount of (Thirty Thousand, Five Hundred Dollars and Zero Cents); said loan having been secured by, among other things, a mortgage on the Collateral which was recorded on 9/5/2008, in Instrument # 20080905000355300 and modification of mortgage recorded 11/30/2009 in Instrument #20091130000439410, 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 (Two Hundred Seventy Thousand Dollars and Zero Cents), which loan is secured by a mortgage on the Collateral recorded in 20121017000399010, Shelby, Alabama; and

WHEREAS, Secured Party has agreed to subordinate its Mortgage and security interest in the Collateral to the mortgage and security interest executed by Mortgagors 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 Mortgagors 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 Mortgagors to First Mortgage Lender, its successors and/or assigns as their interests may appear, in an amount up to (Two hundred Seventy 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 \$30,500.00, 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:

BRYANT BANK

By: \_\_\_\_\_

William A Gray

As its: Vice-President

  
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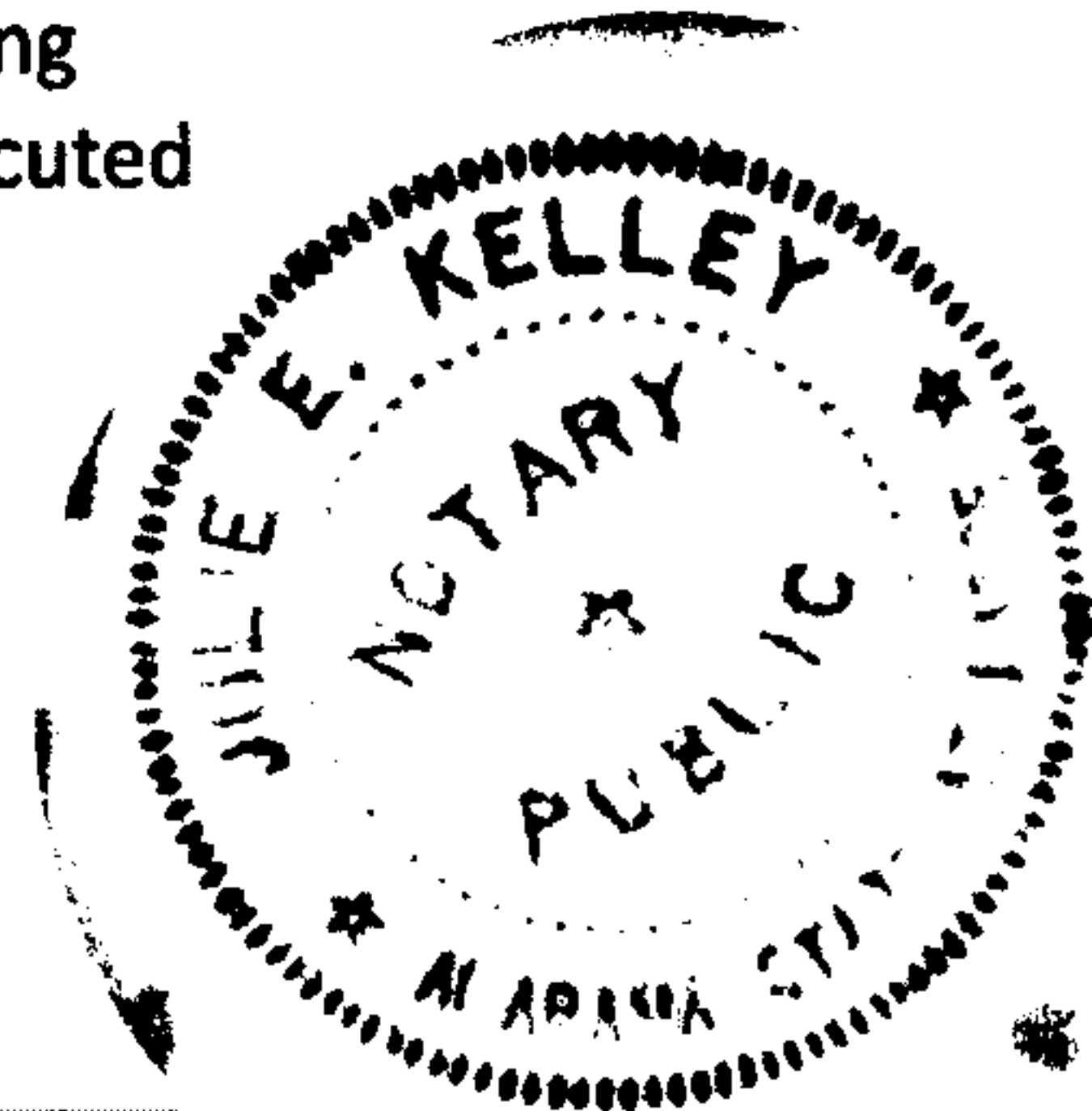
I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, do hereby certify that William A Gray, whose name as Vice-President of BRYANT BANK, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents 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 12 day of Sept, 2012.

*Julie Kelley*

Notary Public in and for the State of Alabama  
At Large

My Commission Expires: MY COMMISSION EXPIRES FEBRUARY 14, 2016



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**EXHIBIT A**

Lot 127, according to the Survey of Brook Highland, as Eddleman Community, 4th Sector, as recorded in Map Book 13, Page 12 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.



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