

This instrument prepared by:

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

Loan Number: 6000089015

STATE OF ALABAMA)

Jefferson COUNTY)

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SUBORDINATION AGREEMENT

FN-AL-10250

This Mortgage Subordination Agreement is made and entered into effective the 2nd, day of November, 2012, by and between BRYANT BANK ("Secured Party") and Nations Lending Corporation #32416, ISAOA, ("First Mortgage Lender".)

PLEASE RECORD & RETURN TO:
National Advantage Settlement SVC
329 Forest Grove Road, STE 201
Coraopolis, PA 15108

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

WHEREAS, Morris Lyle Turner and Sandra K Turner, (collectively, the "Mortgagors") is/are the owners of certain real property and improvements located in Jefferson County, Alabama, being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Collateral".); and

WHEREAS, Moris Lyle Turner and Sandra K Turner (collectively, the "Borrowers") previously obtained a loan from Secured Party in the original principal amount of (Nineteen Thousand Dollars and Zero Cents); said loan having been secured by, among other things, a mortgage on the Collateral which was recorded on 4/21/2009, in Instrument #20090421000146570, 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 Ninety Four Thousand, Eight Hundred Thirty Dollars and Zero Cents), which loan is secured by a mortgage on the Collateral recorded in

20130213000063360, Jefferson, Alabama; and
Shelby

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


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Shelby Cnty Judge of Probate, AL
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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 Ninety Four Thousand, Eight Hundred Thirty 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.

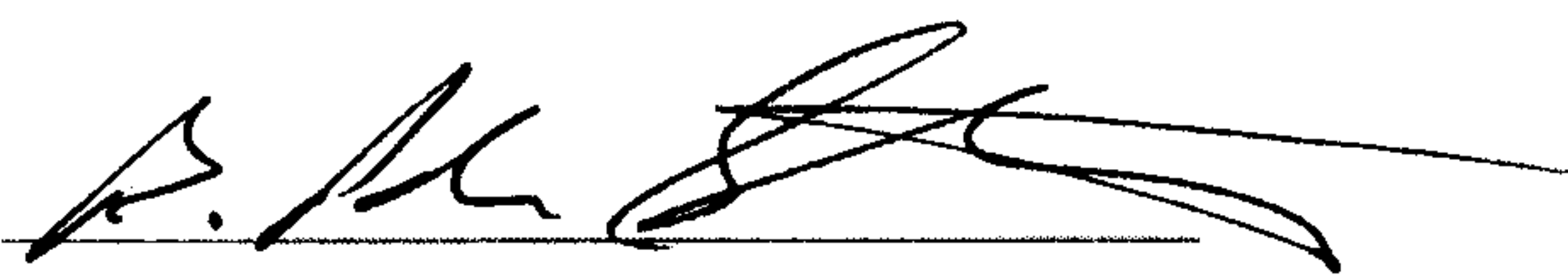
2. That this Agreement shall be binding upon and secure the parties hereto and their respective heirs, legal representatives, successors and assigns and shall inure to the benefit of First Mortgage Lender, its successors and assigns.
3. That this Agreement shall continue to apply, without restriction 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 \$19,000.00, 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


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By: 

B Parker Stringfellow

As its: Vice-President

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, do hereby certify that B Parker Stringfellow, 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.

11-2-2012

Given under my hand and official seal of office on this Click here to enter day. day of Click here to enter month., Click here to enter year..



Deborah B Wolfe

Notary Public in and for the State of Alabama
At Large

My Commission Expires: May 29, 2016



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EXHIBIT "A"

Lot 940, according to the Map of Highland Lakes, 9th Sector, Phase I, an Eddleman Community, as recorded in Map Book 24, page 1, in the Probate Office of 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 in the Probate Office of Shelby County, Alabama and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 9th Sector, Phase I, recorded as Instrument 1998/29634, in the Probate Office of Shelby County, Alabama (which together with all amendments thereto, is herein after collectively referred to as the "Declaration").

