

This instrument prepared by:

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

Loan Number: 6000068492

STATE OF ALABAMA )

Jefferson COUNTY )

### SUBORDINATION AGREEMENT

This Mortgage Subordination Agreement is made and entered into effective the 31st, day of July, 2013, by and between BRYANT BANK ("Secured Party") and Bryant Mortgage Company Inc, ("First Mortgage Lender".)

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

WHEREAS, Donny G Farmer and Rebecca G Farmer, (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, Donny G Farmer and Rebecca G Farmer (collectively, the "Borrowers") previously obtained a loan from Secured Party in the original principal amount of (Thirty Seven Thousand Two Hundred Sixty One Dollars and 23/100); said loan having been secured by, among other things, a mortgage on the Collateral which was recorded on 7/11/2008, in Instrument #20080711000280380 and Modification of Mortgage dated 6/11/2013 which was recorded 8/13/13, in Instrument # 20130813000329550, 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 (One Hundred Forty Six Thousand, Two Hundred Fifty Dollars and Zero Cents), which loan is secured by a mortgage on the Collateral recorded in 20130813000329540, Jefferson, 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

  
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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 (One Hundred Forty Six Thousand, Two Hundred Fifty 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 \$37,261.23, 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: Billy R. Jones  
Billy R Jones

As its: Market Leader

  
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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 Billy R Jones, whose name as Market Leader 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 31st day of July, \_\_\_\_\_.

Deirdre S. Jallen

Notary Public in and for the State of Alabama  
At Large

My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES APRIL 8, 2017

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## EXHIBIT A

### PARCEL I:

Commence at the Northeast corner of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  Section 31, Township 20 South, Range 1 East, Shelby County, Alabama (being the point of intersection of two old, 50 years or more, established fences); thence South 1 degree East (MB) along the said old established fence being the East boundary of said NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  for a distance of 728 feet, more or less, to the point of intersection with the Northwest right of way line of Co. Highway 49; thence turn an angle of 68 degrees 29 minutes to the right and proceed South 67 degrees 29 minutes West (MB) a distance of 135.57 feet to the point of beginning of the property herein conveyed; thence continue South 67 degrees 29 minutes West (MB) along the said North boundary of Co. Highway 49 for a distance of 240.75 feet to a point; thence turn an angle of 111 degrees 31 minutes to the right and proceed North 1 degrees West (MB) for a distance of 432.68 feet to a point; thence turn an angle of 90 degrees to the right and proceed North 89 degrees East (MB) for a distance of 223.97 feet to a point; thence turn an angle of 90 degrees to the right and proceed South 1 degree East (MB) for a distance of 344.45 feet to the point of beginning. Said property is lying in the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 31, Township 20 South, Range 1 East, Shelby County, Alabama.

### PARCEL II:

Commence at the NE corner of NW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 31, Township 20 South, Range 1 East (being the point of intersection of two old, 50 years or more established fences); thence South 1 degree East along old established fence being the East boundary of said NW of the SE  $\frac{1}{4}$  for a distance of 728 feet, more or less, to the point of intersection with the North right of way of County Highway #49; thence turn an angle of 68 degrees 29 minutes to the right and proceed South 67 degrees 29 minutes West for a distance of 135.57 feet; thence turn and run North Parallel with the East boundary of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for a distance of 344.45 feet; thence turn 90 degrees to the left proceed in a westerly direction 223.97 feet to a point; thence turn an angle to 90 degrees to the left and proceed in a southerly direction a distance of 432.68 feet to a point on the North right of way line of said County Highway #49; thence turning right and proceeding Southwest along the North boundary of said Highway #49 a distance of 18.4 feet to a point; thence turning to the right and running in a northerly direction parallel with the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for a distance of 880 feet, more or less, to the North line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section; thence turn right and run easterly along the North line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for a distance of 370 feet, more or less, to the Northeast corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section being the point of beginning of the lot above described. Said lot being located in the E  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 31, Township 20 South, Range 1 East.



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