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SUBAGREM 1/2

SUBORDINATION AGREEMENT

This Subordination of Mortgage is executed this 23rd day of August, 2016 by
Financial Federal Bank

WITNESSETH

WHEREAS, Financial Federal Bank is the owner and holder of that certain mortgage from James D. Witherington, III and Ginger Witherington recorded in Instrument #20140226000052400 in the Probate Office of Shelby County, Alabama, said property being more particularly described as follows:

Lot 71, according to the 2nd Amendment to the Amended Map of the Village at Highland Lakes, Sector One, An Eddleman Community, as recorded in Map Book 38, Page 24, 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 the Village at Highland Lakes, a Residential Subdivision, recorded as Instrument #20060421000186650 in the Probate Office of Shelby County, Alabama and the Declaration of Covenants, Conditions and Restrictions for the Village at Highland Lakes a Residential Subdivision, Sector One, recorded as Instrument #20060421000186670 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration")

WHEREAS, Financial Federal Bank is making a mortgage loan to James D. Witherington, III and Ginger Witherington in the amount of Four Hundred Four Thousand and 00/100 Dollars (\$404,000.00) said loan is secured by a mortgage which encumbers the above described real property.

WHEREAS, Financial Federal Bank as a condition for making a 1st mortgage loan requires Financial Federal Bank to subordinate the lien recorded in Instrument #2014022600005240 to the lien of Financial Federal Bank of Four Hundred Four Thousand and 00/100 Dollars (\$404,000.00) and Financial Federal Bank has agreed to do so.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Financial Federal Bank does hereby covenant, consent and agree to and with Financial Federal Bank that the lien of Financial Federal Bank shall be the same and is hereby made subordinate, inferior and subject in every respect to the lien of Financial Federal Bank which encumbers the above described property.

IN WITNESS WHEREOF, this agreement is executed the day and year first written above.

Signed, sealed and delivered in the presence of:

Financial Federal Bank

By:

William R. Taylor

Its:

President

STATE OF Tennessee)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William R. Taylor whose name as President of Financial Federal Bank, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the content of said instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 22nd day of August, 2016

Ginny L. Johnson
Notary Public

My commission expires: 2-19-18



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
08/31/2016 01:30:19 PM
\$18.00 CHERRY
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James W. Fuhrmeister