

## SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this 20<sup>th</sup> day of March, 2002, by **Ross Wilson, Jr. and Judith Y. Wilson** (hereinafter referred to as "Wilsons") in favor of **MortgageAmerica, Inc.**, its successors and assigns (hereinafter referred to as "MAI").

### RECITALS

**Ross Wilson, Jr. and Judith Y. Wilsons'** loan to **Elizabeth Tyler** (the "Borrower(s)" whether one or more) is in the sum of **\$35,000.00**. Such loan is evidenced by a note dated **November 23, 1999**, executed by Borrower in favor of **Ross Wilson, Jr. and Judith Wilson**, which note is secured by a mortgage, deed of trust, security deed, deed to secure debt, or other security agreement recorded **November 24, 1999**, in **Instrument #: 1999-47944** to **Ross Wilson, Jr. and Judith Y. Wilson**, in the public records of **Shelby County, Alabama** (the "Wilsons"). Borrower has requested that MAI lend to it the sum of **\$123,300.00**, which loan is evidenced by a promissory note in such amount dated **June 25, 2001**, and executed by **Elizabeth H. Tyler** in favor of MAI. ("Note"). The Note is secured by a mortgage dated **June 25, 2001** and recorded on **August 7, 2001** in **Instrument #: 2001-32947** and re-recorded on **March 12, 2002** in **Instrument #: 2002-11813**, as the Note (the "Mortgage"). MAI and **Elizabeth H. Tyler a/k/a Elizabeth Tyler** have requested that the **Wilsons** execute this instrument.

### AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **Wilsons** agree that the MAI Mortgage shall be and remain at all times a lien or charge on the property covered by the MAI Mortgage prior and superior to the lien or charge of the **Wilsons'** Mortgage to the extent the Mortgage secures the debt evidenced by the Note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions, and to the extent of advances made under the Note or the Mortgage necessary to preserve the rights or interest of MAI thereunder, but not to the extent of any other future advances.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20<sup>th</sup> day of March, 2002.

Ross Wilson, Jr.  
Ross Wilson, Jr.

Judith Y. Wilson  
Judith Y. Wilson

STATE OF AL  
Jefferson COUNTY

On this 20<sup>th</sup> day of March, 2002, I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that **Ross Wilson, Jr. and Judith Y. Wilson** whose(s) name(s) is/are signed to the foregoing agreement, and who is/are known to me, acknowledged before me that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date.

Given under my hand and seal of office this 20<sup>th</sup> day of March, 2002.

[Signature]  
Notary Public

My Commission Expires: 02-26-2003

Inst # 2002-14343

03/27/2002-14343  
10:19 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 CH 11.00