

SUBORDINATION AGREEMENT

20020830000415500 Pg 1/1 11.00  
Shelby Cnty Judge of Probate, AL  
08/30/2002 09:41:00 FILED/CERTIFIED

STATE OF }  
COUNTY OF }

WHEREAS, CLYDE D. WOOD, JR. AND WIFE, FAY B. WOOD (hereinafter referred to as "Subordinating Lender") is the legal and equitable owner, holder and beneficiary of certain liens and charges against that certain real property together with the improvements situated thereon (the "Property"), located in Shelby County, Alabama, and described as follows, to-wit:

LOT 2, ACCORDING TO THE SURVEY OF CRESTVIEW ESTATES INDIAN SPRINGS VILLAGE, AS RECORDED IN MAP BOOK 28, PAGE 77, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

WHEREAS, such liens and charges were created by or arose out of that one certain promissory note recorded July 6, 2001, in the original principal sum of \$32,500.00, executed by ROBERT E. BELL and DIANE S. BELL and payable to the order of CLYDE D. WOOD, JR. AND WIFE, FAY B. WOOD (the "Note"), more fully described in a Deed of Trust (hereinafter referred to as "Security Instrument") filed for record as Instrument #2001-27961, in the Official Public Records of Real Property of Shelby County, Alabama; and,

WHEREAS, ROBERT E. BELL and DIANE S. BELL, as Owners of the Property, have executed a Deed of Trust covering the Property to BANK of America, NA, Trustee, dated 8-13-02, and various other security instruments in connection therewith, to secure that one certain Promissory Note (the "Promissory Note") of even date therewith in the original principal sum of \$ 128,154.00, executed by ROBERT E. BELL and DIANE S. BELL and payable to the order of BANK OF AMERICA, N.A., (hereinafter referred to as "Present Lender"); and, RECORDED AT 2002/1 20020823000401380

WHEREAS, Present Lender has demanded that its liens against the Property be and remain first and superior liens and, therefore, Subordinating Lender has agreed to subordinate the liens and charges securing the Note set out above payable to the order of Subordinating Lender, to the liens and charges securing the Promissory Note set out above payable to the order of Present Lender;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Subordinating Lender, for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby agree that its liens and charges against the Property and all its rights against the Property arising out of the aforesaid Note payable to the order of Subordinating Lender, specifically including but not limited to the aforesaid Security Instrument shall be and remain inferior and subordinate to the Promissory Note and Deed of Trust described above in favor of Present Lender and all other liens, rights, charges and indebtednesses arising out of the same, regardless of how often or in what manner said Promissory Note and/or said Deed of Trust, liens, rights, charges and indebtednesses or any part thereof may be renewed, extended, modified, rearranged or increased, and notice of any such renewal, extension, modification, rearrangement or increase and the consent thereto of Subordinating Lender, or any other owner or holder of the Note currently held by Subordinating Lender, shall not be necessary.

Subordinating Lender acknowledges that this subordination is required incident to the making of the loan described above by the Present Lender and that such loan is made in reliance upon the subordination as hereinabove set forth.

EXECUTED this 25<sup>th</sup> day of July 2002.

ATTEST: \_\_\_\_\_

Clyde D. Wood, Jr.  
CLYDE D. WOOD, JR.

Fay B. Wood  
FAY B. WOOD

STATE OF }  
COUNTY OF }

This instrument was acknowledged before me on the 25<sup>th</sup> day of July, 2002, by CLYDE D. WOOD, JR. AND WIFE, FAY B. WOOD.

My commission expires:

MY COMMISSION EXPIRES  
AUGUST 13, 2006.

Notary Public

Johnetta A. Regal  
Notary's name (printed)

✓  
Fidelity National  
2000 Cliff Mine Rd.  
Ste 600  
Pittsburgh, PA 15275