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Shelby Cnty Judge of Probate, AL  
03/07/2003 08:10:00 FILED/CERTIFIED

## AmSouth Bank Real Estate Subordination Approval

To: General Mortgage Services  
Attn: Troy  
From: Bonnie Simpson  
Date: January 31, 2003  
RE: Customer: Larry W. & Angela K. McNac  
Equity Acct Number: 5299070499451500  
New Mortgage Company: General Mortgage Service (Countwide Home Loans)

### ACCOUNT STATUS:

Date Opened: 05-09-00  
Current Limit: 28,300.00  
Balance: 25,898.47  
New Limit (if applicable): NA  
Beacon Score: NA  
New 1st Mtg. Bal. : 95,000.00  
Amount Due: NA

### APPROVED: ✓

AmSouth agrees to subordinate the above reference Equity Line/Loan to the Mortgage Company referenced above, subject to the terms listed above, as well as the documentation required below.

\_\_\_\_\_ The Line of Credit limit is being lowered due to AmSouth's Loan to Value policy. Please deliver a hard copy\* of the attached Amendment to Equity Line of Credit Agreement to be executed by the borrower(s) and return to my attention along with certified funds, if applicable, to ensure the balance does not exceed the new limit.

XXX Please deliver a hard copy\* of the attached Subordination Agreement to the closing attorney/agent to be recorded in the county records and return to my attention.

Other: *Streamline*

\*Hard copy mailed first class on today's date, shown above.

### DECLINED:

AmSouth does not agree to subordinate the above referenced Equity Line/Loan to the Mortgage Company referenced above, due to AmSouth Loan to Value policy.

If you have any questions or problems, please feel free to contact me.  
Phone (800) 896-6513, Fax (205) 560-3795 and mailing address is as follows:

AmSouth Bank  
Attn: Bonnie Simpson  
P.O. Box 830721  
Birmingham, Alabama 35283

3-30  
First Security

## Subordination Agreement

THIS AGREEMENT is made and entered into on this 31 day of January 2003, by AmSouth Bank (hereinafter referred to as ("AmSouth")) in favor of General Mortgage Service (Countrywide Home Loans), its successors and assign (hereinafter referred to as "Lender").

### RECITALS

AmSouth loaned to Larry W. & Angela K. McNac (the "Borrower", whether one or more) the sum of \$28,300.00. Such loan is evidenced by a note dated 05-09-00, executed by Borrower in favor of AmSouth, which note is secured by a mortgage, deed of trust, security deed, deed to secure debt, or other security agreement recorded 05-30-00, in Record Book Instr 2000-17491 at Page NA, in the public records of Shelby County, Alabama (the "Mortgage"). Borrower has requested that Lender lend to it the sum of \$95,000.00, which loan is evidenced by a promissory note in such amount dated, and executed by Borrower in favor of Lender (the "Note"). The Note will be secured by a mortgage of the same date as the Note (the new "Mortgage"). Lender and Borrower have requested that AmSouth, 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, AmSouth agrees that the new Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien or charge of AmSouth Bank, to the extent the new 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 new Mortgage necessary to preserve the rights or interest of Lender thereunder, but not to the extent of any other future advances.

IN WITNESS WHEREOF, AmSouth has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

AMSOUTH BANK

By: T. B. Hall  
It's Vice President

State of Alabama  
County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 31 day of January 2003 within my jurisdiction, the within name T. B. Hall who acknowledged that she/he is VP of AMSOUTH BANK, a Banking Corporation, and that for and on behalf of the said AmSouth Bank, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by AmSouth Bank to do so.

Bonnie Simpson  
Notary Public

My commission expires: 4-1-03  
NOTARY MUST AFFIX SEAL

This Instrument Prepared by:  
Bonnie Simpson  
P.O. Box 830721  
Birmingham, AL 35283  
Acct: 5299070499451500