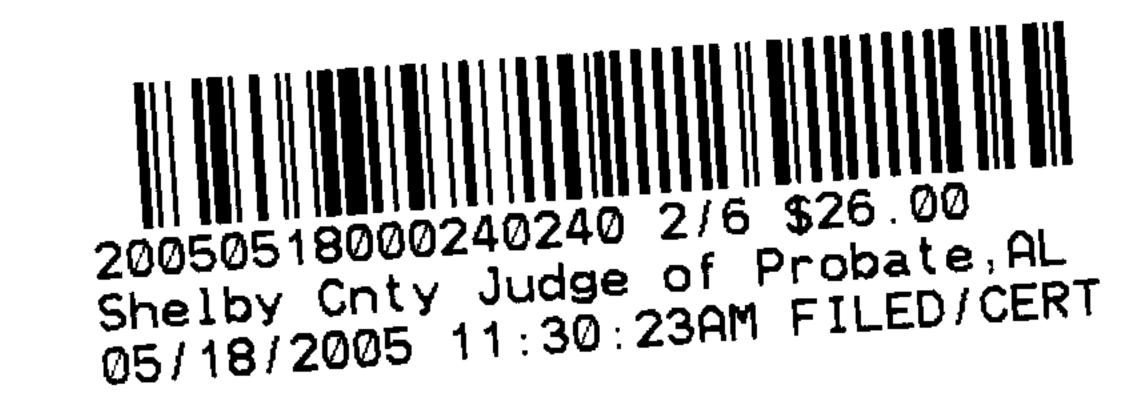
20050518000240240 1/6 \$26.00 Shelby Cnty Judge of Probate, AL 05/18/2005 11:30:23AM FILED/CERT

Recording Requested by: LSI
When recorded return to:
Custom Recording Solutions
2550 N. Red Hill Ave.
Santa Ana, CA 92705
800-756-3524 Ext. 5011
CRS# 805723

APN: 138274001046

SUBORDINATION AGREEMENT

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Recording requested by: LSI
When recorded return to:
Custom Recording Solutions
2550 N. Redhill Ave. 405723
Santa Ana, CA. 92705
800-756-3524 ext. 5011

A Prepared by:

No Sandee Kim

ers Solution

A LSI

C 2550 N. Red hill Ave.

Santa Ana, Ca 92705 (800) 756-3524 ext. 5026

SUBORDINATION AGREEMENT

New Loan #: 0041907478

This Subordination Agreement is dated for reference 11/01/2004 and is between	
NATIONAL BANK OF COMMERCE OF BIRMINGHAM, A NATIONAL BANKING AS: whose	
principal address is 1927 1ST AVE N, BIRMINGHAM, AL 35203	
(called "Junior Lender") and	
New Senior Lender's Name : WELLS FARGO BANK, N.A.	
Senior Lender's Address: P.O. BOX 5137 DES MOINES, IA - 50306-5137	
(called "New Senior Lender")	<u>, , , , , , , , , , , , , , , , , , , </u>
RECITALS	
A.Junior Lender is the vested holder and owner of the following described promissory note (the "Note") secured by a mortgage or deed of trust (the "Security Instrument"): Date of Note and Security Instrument: 08/23/1996	
Borrower(s) Name(s) ("Borrowers") : DIANA KAY BARNES AND, JOHN E. BARNES	<u> </u>
Property Address: 1519 ARROWHEAD TRL ALABASTER, AL 350079356	
egal Description of real property secured by Security Instrument ("Property") :	
Recording Date 09/04/1996 County:SHELBY Amount: \$18,000.0)0
Recording Number: 1996-29044 Book: Page:	
B.Borrowers,as current owners of the Property, wish to replace their current first priority mortgage can on the Property with a new first priority mortgage loan secured by the Property from New	

Senior Lender in the original principal sum of \$71113.00 Date: $\frac{4/30/54}{}$ (the "New Senior Security Instrument").

New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest lien/security in the Property to the new interest of New Senior Lender.

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

1. Subordination to New Senior Security Instrument.

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Morgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions of the New Senior Security Instrument and the terms of the obligations it secures.

2.No Subordination to Other Matters.

Junior Lender is subordinating its lien/security interest to the New Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

3.No Waiver of Notice.

By subordinating its lien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lienholders and mortgagees.

4.Successors and Assigns.

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

5.Governing Law.

This Agreement shall be governed by the law of the State where the Property is located.

6.Reliance.

This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

7.Entire Agreement; Amendments.

This Agreement represents the entire and complete agreement between Junior Lender and Senior Lender. Any waiver, modification or novation of this Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

8.Acceptance.

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.

20050518000240240 3/6 \$26.00 Shelby Cnty Judge of Probate, AL 05/18/2005 11:30:23AM FILED/CERT NEW SENIOR LENDER WELLS FARGO BANK, N.A.

JUNIOR LENDER:

NATIONAL BANK OF COMMERCE OF BIRMINGHAM, A NATIONAL BANKING AS

BY:

BOBBIE V. Wingms

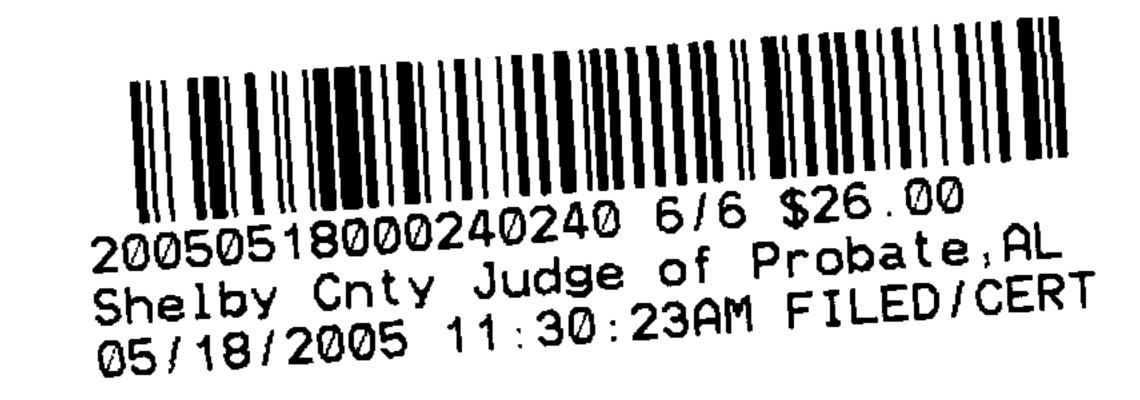
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20050518000240240 5/6 \$26.00 Shelby Cnty Judge of Probate, AL 05/18/2005 11:30:23AM FILED/CERT COUNTY OF Sylelby On November 29,2004 before Heather T. Acton Personally Appeared Personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. Signature of Notary Public NOTARY PUBLIC STATE OF ALABAM) AT LARGE MY COMMISSION EXPIRES: June 21, 2097 BONDED THRU NOTARY FUZILIC UNDERWEERS Hombor T. Acron

(This area for notarial seal)



Order ID1546349

Loan Number: 708-0041907478

EXHIBIT A LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN JEFFERSON COUNTY, ALABAMA, TO-WIT:

LOT 67, ACCORDING TO THE SURVEY OF NAVAJO HILLS, 7TH SECTOR, AS RECORDED IN MAP BOOK 7, PAGE 95, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED.

BEING THE SAME PARCEL CONVEYED TO DIANA KAY BARNES AND JOHN E. BARNES FROM DIANA KAY CARR BARNER WIFE OF JOHN E. BARNER, BY VIRTUE A DEED DATED 10/14/1993, RECORDED 10/27/1993, IN INSTRUMENT NO. 1993-33615, IN SHELBY COUNTY, ALABAMA.

APN: 138274001046