

20051024000550370 1/2 \$14.00  
Shelby Cnty Judge of Probate, AL  
10/24/2005 09:18:47AM FILED/CERT

Subordination Agreement

Customer Name: BENNIE E VINING & DIAN M VINING  
Customer Account: 5299070499694463

LS 155681  
R# 1991694

THIS AGREEMENT is made and entered into on this 19 day of SEPTEMBER 2005, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR QUICKEN LOANS INC, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to BENNIE E VINING & DIAN M VINING (the "Borrower", whether one or more) the sum of \$130,000.00. Such loan is evidenced by a note dated 10/30/2002, executed by Borrower in favor of AmSouth, which note is secured by a mortgage, deed of trust, security deed to secure debt, or other security agreement recorded 11/12/2002, in Record Book I#20021112000562410 at Page N/A, amended in Record Book N/A at Page N/A in the public records of SHELBY COUNTY, ALABAMA (the "AmSouth Mortgage"). Borrower has requested that lender lend to it the sum of \$186,000.00, which loan will be evidenced by a promissory note, 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 "Mortgage"). Lender and Borrower have requested that AmSouth execute this instrument.

AGREEMENT

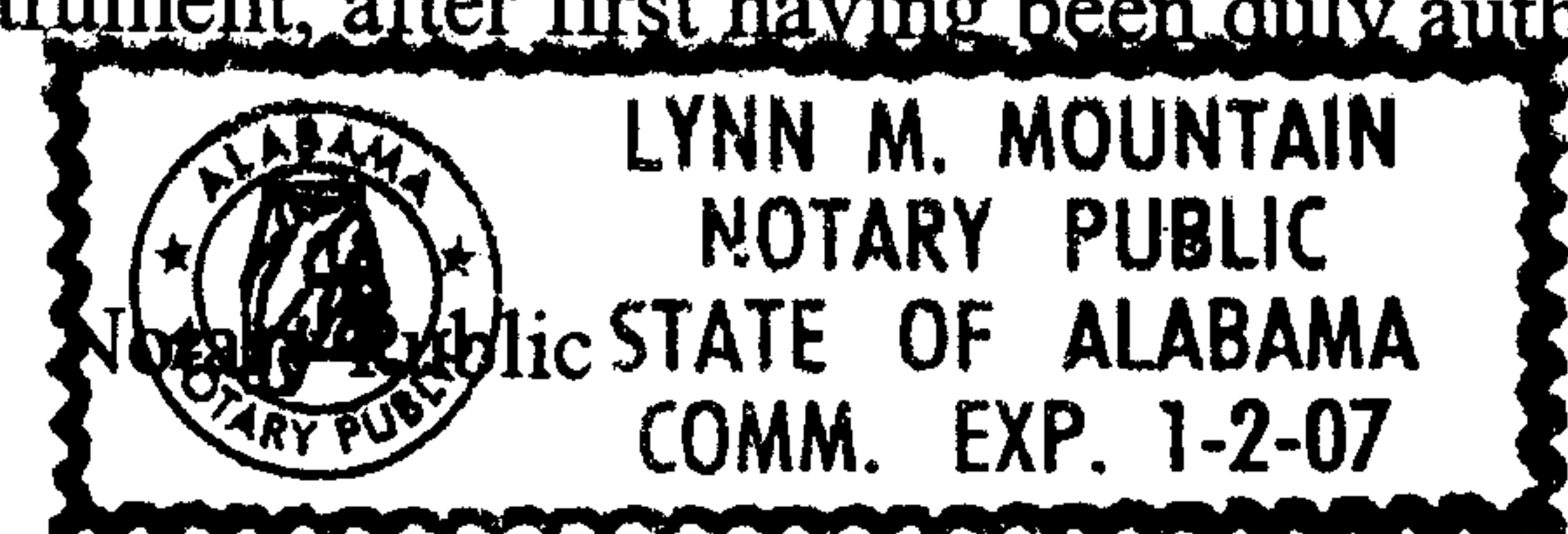
In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, AmSouth agrees that the Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien or charge of AmSouth Bank to the extent the 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 Lender thereunder, but not to the extent of any other future advances. *By its acceptance of this agreement, the Borrower agrees to pay the Subordination Fee set out in the AmSouth Subordination Request Form.*

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.

State of Alabama  
Shelby County

AMSOUTH BANK  
By: [Signature]  
Its Vice President  
Asst.

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 19 day of SEPTEMBER 2005, within my jurisdiction, the within named [Signature] who acknowledged that he/she is AVP of Barbara AMSOUTH BANK, a banking corporation, and that for and on behalf of the said AmSouth Bank, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by AmSouth Bank so to do.




My commission expires:

NOTARY MUST AFFIX SEAL  
This Instrument Prepared by:  
Christy Kahrig  
P.O. Box 830721  
Birmingham, AL 35283

RETURN TO:  
TITLE SOURCE INC  
1450 W. LONG LAKE  
STE. 400  
TROY, MI 48098

LSI Alabama LLC

  
20051024000550370 2/2 \$14.00  
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Commitment Number: 1556881

**SCHEDULE C**  
**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

The following described real estate, situated in Shelby County, Alabama,

PARCEL NO. 18, according to the survey by Joseph E. Conn, Jr. dated September 25, 1989, described as follows:

Begin at the southeast corner of Section 2, Township 21 South, Range 5 West, Shelby County, Alabama and run thence northerly along the east line of the SE quarter of said Section 2 a distance of 1,979.78' to a point, thence turn a deflection angle of 90° 32' 37" left and run westerly a distance of 1,333.25' to a point on the west line of the east half of the said SE quarter, thence turn a deflection angle of 89° 22' 42" left and run southerly a distance of 1,971.85' to a point, thence turn a deflection angle of 90° 17' 42" left and run easterly along the south line of said Section 2 a distance of 1,331.34' to the point of beginning.

Parcel/Tax I.D. #: 25-1-02-0-000-003.000

Commonly known as: 621 Whispering Pines Lane, Helena, AL 35080