



20051103000571650 1/3 \$17.00  
Shelby Cnty Judge of Probate, AL  
11/03/2005 10:33:28AM FILED/CERT

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**WHEN RECORDED MAIL TO:**

Service Link  
4000 Industrial Blvd.  
Aliquippa, PA 15001  
1-800-439-5451

# 984010

## **Subordination Agreement**

**Liber and Page of Document Being Subordinated:**

Book 1999 Page 24782

**Original Recorded Date of Document Being Subordinated:**

06/11/1999

**Lender(s):**

AmSouth Bank

**Borrower(s):**

David Grantham

**Borrower's Address:**

1800 Indian Hills RD Pelham AL 35124



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### Subordination Agreement

**Customer Name: David Grantham**  
**Customer Account: 01-** [REDACTED]

THIS AGREEMENT is made and entered into on this **09** day of **December 2004**, by AmSouth Bank\* (hereinafter referred to as "AmSouth") in favor of **Washington Mutual Bank**, its successors and assigns (hereinafter referred to as "Lender"). \* P.O. Box 830721 Birmingham AL 35283

#### RECITALS

AmSouth loaned to **David Grantham** (the "Borrower", whether one or more) the sum of **\$30,000.00**. Such loan is evidenced by a note dated **06-11-99**, 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 **06/21/1999**, in Record Book **1999** at Page **24782**, amended in Record Book NA at Page NA in the public records of **Shelby County, Alabama** (the "AmSouth Mortgage"). Borrower has requested that lender lend to it the sum of **\$126,400.00**, 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. \*\* 2000 Oxford Dr Bethel Park GA 15102  
\*\*\* 1800 Indian Hills RD Pelham AL 35124

#### 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.

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.

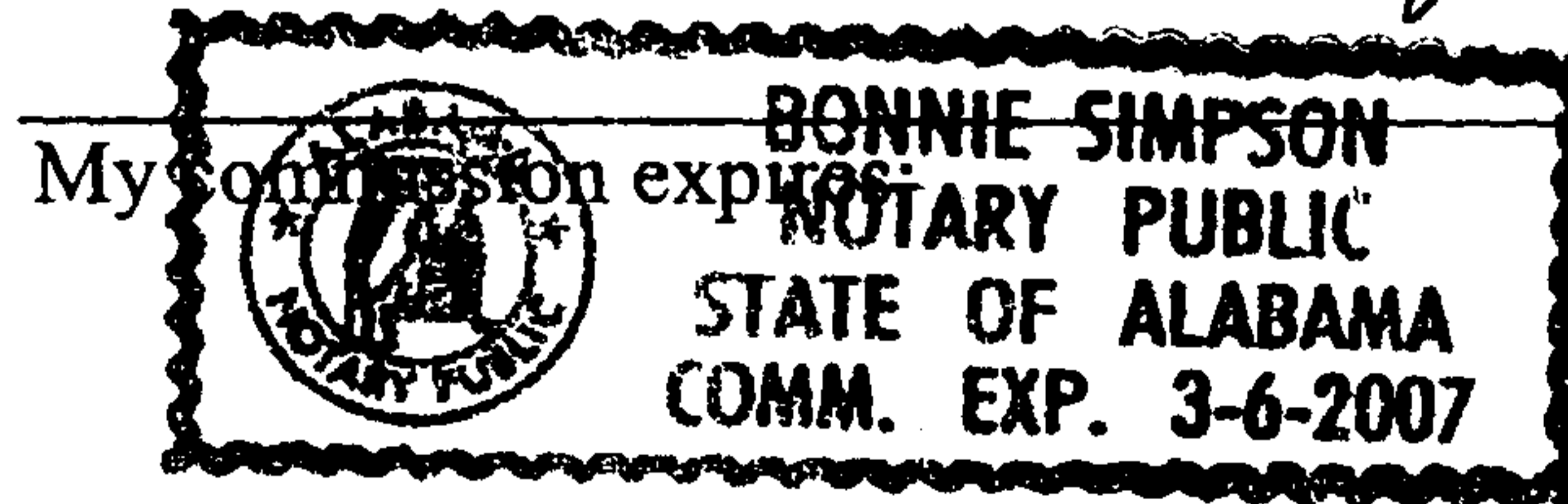
AMSOUTH BANK

By: [Signature]  
Its Vice President

State of Alabama  
Shelby County

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the **09** day of **December 2004**, within my jurisdiction, the within named [Signature] who acknowledged that he/she is [Signature] of 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.

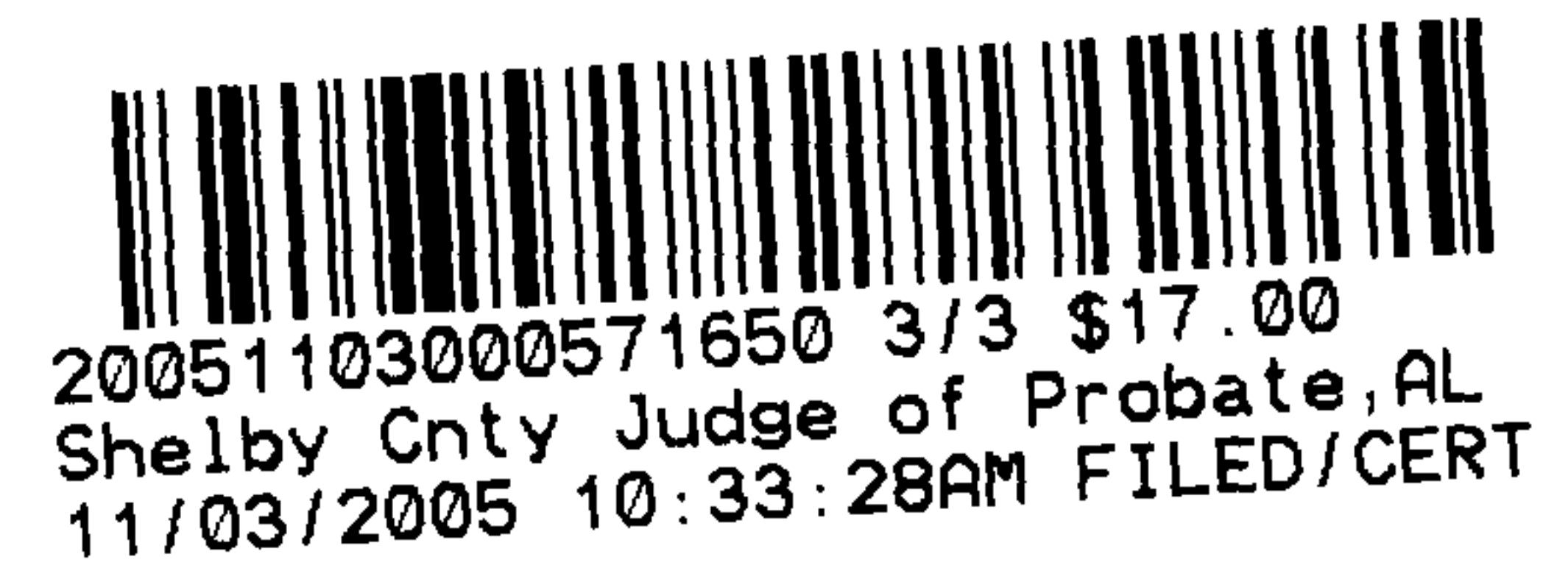
[Signature]  
Notary Public



NOTARY MUST AFFIX SEAL

This Instrument Prepared by:  
AmSouth Bank  
P.O. Box 830721  
Birmingham, AL 35283

# Exhibit "A" Legal Description



All that certain parcel of land situate in the County of Shelby and State of Alabama, being known and designated as follows:

Lot 12, Block 2, according to Indian Hills, First Addition, Second Sector, as recorded in Map Book 5, Page 7, in the Probate Office of Shelby County, Alabama.

Being the same property as conveyed from Betty K. Sherer, a single person to David N. Grantham and Kelly J. Grantham, husband and wife, as joint tenants with right of survivorship, as described in Book 1993 Page 41968, Recorded 12/30/1993, in SHELBY County Records.

Tax ID: 11-7-3-6-4-1-18