

20051205000627500 1/5 \$23.00  
Shelby Cnty Judge of Probate, AL  
12/05/2005 10:52:56AM FILED/CERT

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1705666

Prepared by:  
Sandee Kim

LSI  
2550 N. Red hill Ave.  
Santa Ana, Ca 92705  
(800) 756-3524 ext. 5026

### SUBORDINATION AGREEMENT

New Loan #: 6053239361 APN: 092090003027000

This Subordination Agreement is dated for reference 11/16/2005 and is between

WACHOVIA BANK, NATIONAL ASSOCIATION FKA SOUTHTRUST BANK NA whose

principal address is 7711 PLANTATION RD, ROANOKE, VA 24019,

(called "Junior Lender") and

New Senior Lender's

Name : BANK OF AMERICA , N.A.

Senior Lender's

Address : 9000 SOUTHSIDE BLVD BLDG 700 JACKSONVILLE, FL - 32256

(called "New Senior Lender")

### 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 : 05/29/1998

Borrower(s) Name(s) ("Borrowers") : FLOYD L. CURTIS AND FRANCES L. CURTIS

Property Address : 2030 BLUE HERON CIR BIRMINGHAM, AL 35242

Legal Description of real property secured by Security Instrument ("Property") :

Recording Date 07/09/1998 County : SHELBY Amount : \$50,000.00

Recording Number : 1998-25979 Book : \_\_\_\_\_ Page : \_\_\_\_\_

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage loan on the Property with a new first priority mortgage loan secured by the Property from New

Senior Lender in the original principal sum of \$ 207334.00 Date : 9/28/05

(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 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 Mortgagee'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.



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JUNIOR LENDER: WACHOVIA BANK, NATIONAL ASSOCIATION FKA SOUTHTRUST BANK NA

BY:

Diane Thurman

NAME:

DIANE THURMAN  
ASST. VICE PRESIDENT

TITLE:

\_\_\_\_\_



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STATE OF Virginia

COUNTY OF Roanoke

On 11/21/05 before

Me, N.M. Jeffries

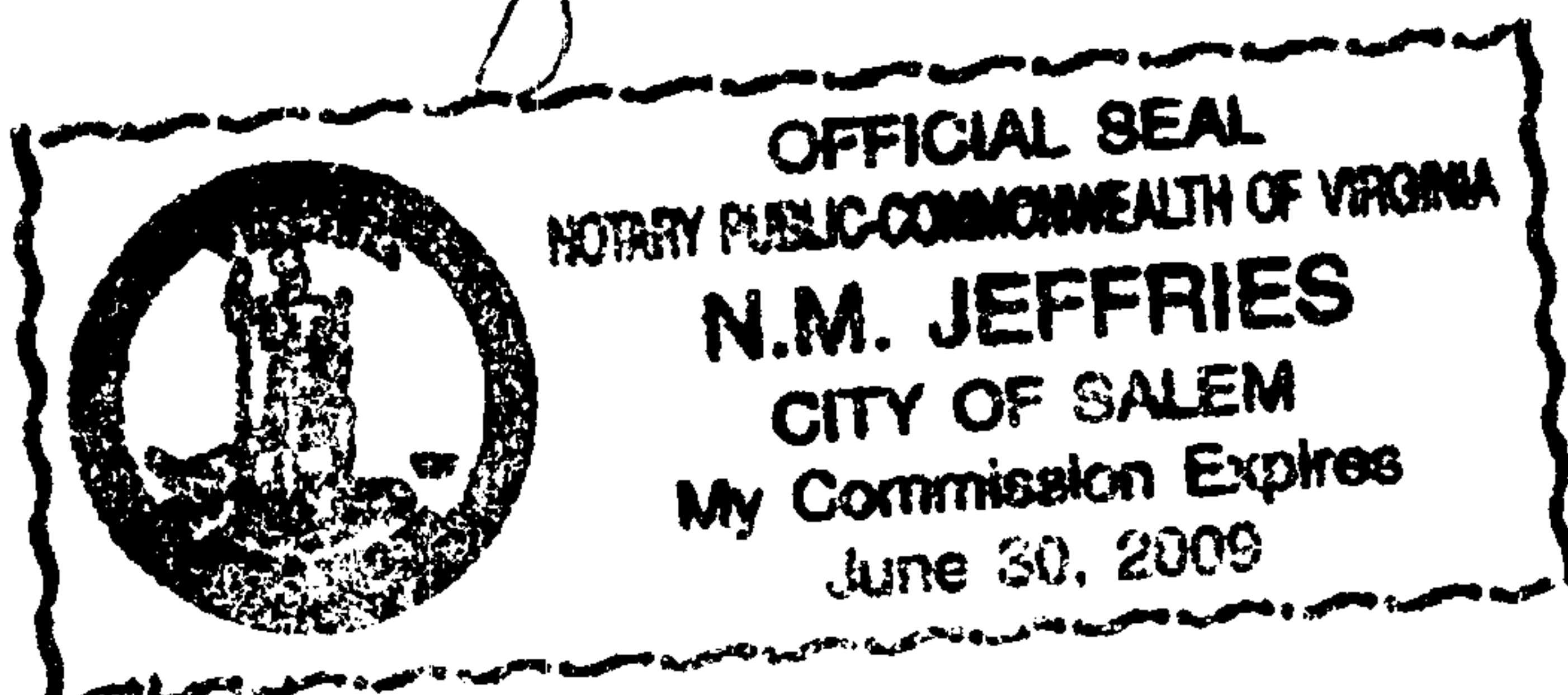
Personally Appeared Diane Thurman, Asst. Vice Pres of

**WACHOVIA BANK, NATIONAL ASSOCIATION**

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] Signature of Notary Public



(This area for notarial seal)

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Order ID: 1705666

Loan No.: 6053239361

**EXHIBIT A**  
**LEGAL DESCRIPTION**

THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:

LOT 227, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, 2ND SECTOR, AS EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 20 PAGE 150 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREA, ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, RECORDED AS INST. #1994-07111 AND AMENDED IN INST. NO. 1996-17543 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 2ND SECTOR, RECORDED AS INST. #1996-10928 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS, THE "DECLARATION").

BEING THE SAME PARCEL CONVEYED TO FLOYD CURTIS AND WIFE, FRANCES CURTIS FROM SOUTHEASTERN HOMES AND LAND, INC. A CORPORATION BY VIRTUE OF A DEED DATED APRIL 03, 1998 RECORDED APRIL 08, 1998 IN DEED DOCUMENT NO. 1998-12485 IN SHELBY COUNTY, ALABAMA

APN: 092090003027000