


Order: 3211619871

Requester: [unclear]
Remittor:
Recording Department
First American Lenders Advantage
1801 Lakepointe Drive, Suite 111
Louisville, TX 75057
(409) 332-2100


20060320000127960 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
03/20/2006 12:44:38PM FILED/CERT

Subordination Agreement

Customer Name: James C. & Carole W. Covington
Customer Account: 5299070499526236

THIS AGREEMENT is made and entered into on this **03** day of **October 2005**, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of **JP Morgan Chase**, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to **James C. & Carole W. Covington** (the "Borrower", whether one or more) the sum of **\$15,000.00**. Such loan is evidenced by a note dated **02-09-01**, 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 **02/21/2001**, in Record Book **Inst# 2001-05874** at Page **N/A**, amended in Record Book **Inst# 200153518** 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 **\$37,500.00**, 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.

PNR Recording: 9/2/05
LUS 20509020045000

State of Alabama
Shelby County

AMSOUTH BANK

By: Barbara Roper
Its Vice President
Asst.

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the **03** day of **October 2005**, within my jurisdiction, the within named Barbara Roper who acknowledged that he/she is AVP 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.

Lynn M. Mountain
Notary Public

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

My commission expires: **NOTARY PUBL**
STATE OF ALABAMA
COMM. EXP. 1-2-07



20060320000127960 2/2 \$16.00
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EXHIBIT A

A PARCEL OF LAND LOCATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND KNOWN AS:

BEING LOT NUMBER 8, IN NAVAJO HILLS, 6TH SECTOR, AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN MAP BOOK 6, PAGE 67 OF SHELBY COUNTY RECORDS.

Permanent Parcel Number: 13-8-27-4-001-008.000
JAMES C. COVINGTON, III AND WIFE, CAROLE W. COVINGTON,
AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP

1400 CROSS PATH DRIVE, ALABASTER AL 35007
Loan Reference Number : 3216198/12038544
First American Order No: 7690376
Identifier: ELS