

200001347

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

MSN SV-79 / DOCUMENT CONTROL DEPT.
P O BOX 10266
VAN NUYS, CALIFORNIA 91410-0266

LOAN #:

ESCROW/CLOSING #

THIS SUBORDINATION AGREEMENT is made this 2nd day of January, 2000,
by and between Compass Bank
a corporation, with a place of business at #15 South 20th Street,
Birmingham, AL 35233
and America's Wholesale Lender

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2/98

-1268(9802)

CHL (03/98)

VMP MORTGAGE FORMS - (800)521-7291

Initials: _____

Inst # 2000-13596

04/26/2000-13596
11:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MMS 16.00

a corporation, with a place of business at 100 Concourse Parkway - Suite 100
Birmingham, AL 35244.

WHEREAS,

George W. Dothard and Donna M. Dothard

("Borrower") executed and delivered to Compass Bank

Ten Thousand Dollars and Zero Cents (\$10,000.00) mortgage in the sum of

dated 10/18/99, and recorded 10/27/99

in Instrument # 1999/44196 in the records of Shelby County, which mortgage is a lien on the following described property:

Lot 15, according to the Map of Park Forest Subdivision - Fourth Sector, as recorded in Map Book 18, Page 95, in the Probate Office of Shelby County, Alabama.

WHEREAS, the Borrower executed and delivered to America's Wholesale Lender

One Hundred Three Thousand Dollars and Zero Cents (\$103,000.00), a mortgage in the sum of

which mortgage is intended to be recorded herewith in the records of Shelby County;

WHEREAS, America's Wholesale Lender

has required as a condition of its loan to Borrower that the lien of the mortgage executed by Borrower to Compass Bank

be subordinated to the lien of the mortgage executed by Borrower to _____
America's Wholesale Lender _____, to which
has agreed on the conditions provided herein. NOW THEREFORE, intending to be legally bound hereby, the
undersigned agree as follows:

1. That the lien of mortgage executed by the Borrower to _____ Compass Bank _____
is and shall be subordinated to the lien of the mortgage executed by the Borrower to _____
America's Wholesale Lender _____
provided, however, that the lien of the mortgage to _____ Compass Bank _____
_____ shall be subordinated to the lien of the mortgage to
_____ America's Wholesale Lender _____
only to the extent that the lien of the mortgage to _____ America's Wholesale Lender _____
_____ is a result of this Subordination Agreement, a validly
perfect first lien security interest in the above-described property.
2. That the mortgage executed by the Borrower to _____ Compass Bank _____
_____ is and shall be subordinated both in lien and payments
to the mortgage executed by the Borrower to _____ America's Wholesale Lender _____
_____ America's Wholesale Lender _____, to the extent that the mortgage to
_____ is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described
property.
3. That to the extent the mortgage of _____ America's Wholesale Lender _____
_____ is as a result of this Subordination Agreement, a validly perfect
first lien security interest in the above-described property, the lien of the mortgage executed by Borrower to
_____ America's Wholesale Lender _____
shall not be affected or impaired by a judicial sale under a judgment recovered under the mortgage made by the
said Borrower to _____ Compass Bank _____
_____ but any such sale shall be subject to the lien of the said mortgage executed by the Borrower to
_____ America's Wholesale Lender _____
as well as any judgment obtained upon the bond or note secured thereby.
4. That the _____ Compass Bank _____
_____ shall notify in writing of any default under the terms of the mortgage executed by the Borrower to
_____ Compass Bank _____

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of the date first above written.

Compass Bank

By:

Title:

By:

Title:

-1263(9802) CHL (03/98)

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