

After Recording Return To:
Ruth Ruhl, P.C.
[Company Name]
Attn: Sheila Hair
[Name of Natural Person]
2305 Ridge Road, Suite 106
[Street Address]
Rockwall, Texas 75087
[City, State, Zip]

This Document Prepared By:
RUTH RUHL, P.C.
Ruth Ruhl, Esquire
2305 Ridge Road, Suite 106
Rockwall, TX 75087

SUBORDINATION AGREEMENT

Loan No.: 0009240764

State of Alabama §
County of Shelby §

KNOW ALL MEN BY THESE PRESENTS:

THIS SUBORDINATION AGREEMENT, hereinafter referred to as Agreement, is made and entered into this 25th of July, 2000 by and among Eric B. Massey and Lynne A. Massey ("Borrower"),
First Union Mortgage Corporation
Am South Bank ("Lender"), and
("Subordinating Party").

WITNESSETH:

WHEREAS, the Lender as a condition precedent to the modification of a Loan to the Borrowers requires the subordination of the lien held by the Subordinating Party;

WHEREAS, the Subordinating Party agrees to subordinate its debt and lien on the hereinafter described Property;

NOW THEREFORE, in consideration of such Loan being modified and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of other significant benefits, the Borrowers, the Lender and the Subordinating Party mutually agree as follows:

Inst # 2000-27594

Loan No.: 0009240764

1. The Property subject to this Agreement is located at 3596 Cumberland Trace, Birmingham, Alabama 35242

[Property Address]

and is legally described as follows:

LOT 2, ACCORDING TO THE SURVEY OF CUMBERLANDS ADDITION TO MEADOW BROOK AS RECORDED IN MAP BOOK 9, PAGE 126, IN PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

2. The superior debt is more fully evidenced in a note in the original principal sum of Ninety Seven Thousand Two Hundred Forty and 41/100 Dollars (\$ 97,240.41), executed by Eric B. Massey and Lynne A. Massey on August 3, 1999, made payable to Lender and secured by a Security Instrument dated August 3, 1999, and filed of record on March 23, 2000, in Volume/Book N/A, Page N/A, Instrument No. 2000-09216, in the Real Property Records of Shelby County, Alabama. The superior debt shall mean all debts and liabilities, including any future indebtedness of Borrower(s) secured by the Security Instrument whether such debts or liabilities may now exist or are hereinafter incurred or arise, and whether the obligation or liability of Borrower(s) thereon be direct, contingent, primary, secondary, joint, several or otherwise and irrespective of whether such debts or liabilities be evidenced by a modification, note, contract, escrow account or otherwise, and irrespective of the person or persons in whose favor such debts or liabilities may, at its inception have been or may hereafter be created or the manner in which it has been or may hereafter be acquired by the undersigned.

3. The subordinated debt is more fully evidenced in a note in the original principal sum of Fifteen Thousand and 00/100 Dollars (\$ 15,000.00) executed by the Borrower(s), on February 6, 1987, made payable to Am South Bank, and secured by a Security Instrument dated February 6, 1987, and filed of record on February 24, 1987, in Volume/Book 116, Page 479, Instrument No. N/A, in the Real Property Records of Shelby County, Alabama.

4. The Subordinating Party who is now the holder of the subordinated debt, for the consideration recited above, agrees that the subordinated debt is made subordinate, subject, and inferior by this Agreement to the superior debt held by the Lender regardless of the number of times or the manner in which the note, or any part of the note, and the lien secured by the superior debt may be, modified, renewed, extended, changed, or altered.

5. Lender may in its discretion at any time and from time to time, without further consent of or notice to the Subordinating Party and with or without valuable consideration, release any person primarily or secondarily liable upon the superior debt or may permit substitution, or withdrawals of any security or collateral at any time securing payment of said indebtedness or release any such security or collateral or modify, renew and extend or accept any partial payments upon said superior debt or alter in such manner as Lender shall deem proper, the terms of any instruments evidencing or securing such superior debt or any part thereof without in any manner impairing its rights hereunder. It shall not be necessary for Lender, in order to enforce its rights hereunder to institute suit or exhaust its remedies against any person obligated to pay the superior debt.

6. This Agreement constitutes a continuing subordination until the superior debt and any modifications, renewal, extensions, or other liabilities arising out of said debt or any part thereof is repaid in full. This Agreement is cumulative of all other rights and securities of Lender. No waiver by Lender of any right hereunder with respect to a particular payment shall affect or impair its rights in any matters thereafter occurring.

7. The undersigned agrees to execute such further instruments as may be, in the opinion of Lender, from time to time necessary or appropriate to fully carry out the intent and purpose hereof.

Loan No.: 0009240764

8. This Agreement shall be governed by the laws of the State of Alabama.

9. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto, but the Subordinating Party covenants that he/she/it will not assign the claim of the Subordinating Party or any part thereof, without making the rights and interests of the assignee subject in all respects to the terms of this Agreement.

Executed this _____ day of _____

First Union Mortgage Corporation (Seal)
-Lender

Eric B. Massey (Seal)
Eric B. Massey -Borrower

Lynne A. Massey (Seal)
Lynne A. Massey -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

By: Gail Holland-Baker
Gail Holland-Baker

Its: Assistant Vice President

SUBORDINATING PARTY: Am South Bank

By: [Signature]

Its: Cynthia T. Joiner
A.V.P.

[See Attached Acknowledgment(s)]

BORROWER ACKNOWLEDGMENT

State of Alabama §
 §
County of Shelby §

I, Karin Cuppett Austin
Eric B. Massey and Lynne A. Massey

[name and style of officer], hereby certify that

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 31st day of July, 2000, A.D.

(Seal)

Karin Cuppett Austin

Style of Officer

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 1, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

LENDER ACKNOWLEDGMENT

State of NC §
 §
County of Wake §

I, Brenda Whipple, a Notary Public in and for said County in said
State, hereby certify that Gail Holland-Baker whose name as Assistant Vice President
of First Union Mortgage Corporation

is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this 3 day of August, A.D. 2000.

(Seal)

Brenda Whipple
Notary Public
Style of Officer

SUBORDINATING PARTY ACKNOWLEDGMENT

State of Alabama §

County of Shelby §

I, Jeri Channer, a notary in and for said County in said
State, hereby certify that whose name as
of Am South Bank

is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being
informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same
voluntarily for and as the act of said entity.

Given under my hand this 1 day of Aug 2000, A.D.

(Seal)

Jeri C. Channer
10/31/2004

Style of Officer

Inst # 2000-27594