

**SUBORDINATION  
AGREEMENT**

STATE OF )

) SS.

COUNTY OF )

This Agreement is made as of the 13th day of February, 2002, by and between PNC BANK (hereinafter referred to as "Mortgagee").

Inst # 2002-08561  
02/20/2002-08561  
01:38 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CH 14.00

**WITNESSETH:**

WHEREAS, on NOVEMBER 3, 1997,

(hereinafter collectively referred to as "Borrower") executed a MORTGAGE (hereinafter referred to as the "Mortgage") to Mortgagee, encumbering the real property described on Exhibit A attached hereto and certain fixtures and personal property described in the Mortgage (such real and personal property and fixtures, any and all leases, rents, issues, profits and contracts relating thereto being hereinafter referred to as the "Property"), to secure a promissory note in the original principal sum of \$15,010.00 ("Promissory Note") such Mortgage having been recorded in Book 1998, beginning at page 830, in the records of the SHELBY County, Alabama; and

WHEREAS, a loan is being made to Borrower by Washington Mutual Bank, FA (hereafter "Lender") in the original principal amount of \$91,800.00 (the "Loan"); and

WHEREAS, Lender requires as a condition of its Loan, that Mortgagee subordinate the Mortgage, together with all other documents now or hereafter evidencing, securing or otherwise relating to any of the obligations secured or to be secured by the Mortgage, to the documents evidencing and securing the Loan from Lender so that such Loan documents shall create a lien upon the Property superior to the Mortgage and the indebtedness thereby secured;

NOW, THEREFORE, Mortgagee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agrees, notwithstanding any provision of the Mortgage or any instrument or document relating thereto, that the lien of the Mortgage and all rights of Mortgagee in and to the Property, including but not limited to any and all interest, rights, powers and remedies arising under or by virtue of the Mortgage, or any and all other instruments now or hereafter evidencing, securing or otherwise relating to any of the obligations evidenced by the Promissory Note shall be expressly subordinate to, and Mortgagee does hereby subordinate and declare to be subordinate the lien of the Mortgage and the aforesaid interests, rights, powers and remedies to (i) the lien of the Lender, evidenced by the mortgage or deed of trust ("Security Instrument"), the Security Instrument to be filed for record contemporaneously with this Agreement in the records of Shelby County, Alabama,

(ii) the indebtedness secured by the Security Instrument, including without limitation, all sums or debts now or hereafter secured thereby, and all interest accrued or to accrue on any of such indebtedness, (iii) all other loan documents executed in connection with the Loan, and (iv) any modifications, amendments, renewals, replacements and alterations of the Security Instrument or the note or notes secured thereby. Mortgagee further agrees that in the event of default under the Mortgage or default under the Security Instrument and the foreclosure by Mortgagee or Lender under their respective security instruments, all right, lien and claim of Mortgagee in and to the Property under the Mortgage shall be subordinate to and payable only following complete satisfaction of all right, lien and claim of Lender in and to the Property under the Security Instrument.

Mortgagee hereby acknowledges that Lender shall rely upon this Agreement in extending the Loan which shall be secured by the Security Instrument, and that Lender shall have been induced to extend the Loan by the representations and agreements made by Mortgagee herein.

This Agreement shall be construed in accordance with the laws of the State of

Mortgagee

By Sharon L. Sweeney  
Its: Sharon L. Sweeney  
**Vice President**

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

On this 8th day of FEB., 2002 before me, the undersigned, a Notary Public in and for said county, personally appeared to me SHARON L. SWEENEY and that foregoing instrument was signed on behalf of PNC BANK personally known, who being duly sworn, did say that he/she is VICE PRESIDENT of said corporation by authority of its Board of Directors, and he/she acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.

My Commission expires

Denise L. Antonucci  
Notary

Notarial Seal  
Denise L. Antonucci, Notary Public  
Bethel Park Boro, Allegheny County  
My Commission Expires Apr. 25, 2005  
Member, Pennsylvania Association of Notaries

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