

## **SUBORDINATION AGREEMENT**

THIS SUBORDINATION OF MORTGAGE executed this 19 day of August, 2002 by SouthTrust Bank, National Association.

### **"WITNESSETH"**

WHEREAS, Mortgagee is the owner and holder of that certain mortgage from Frank G. Romano and Carolyn T. Romano, Husband and Wife, to SouthTrust Bank, National Association, dated February 19<sup>th</sup>, 1998, and recorded under Instrument # 1998-9291, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Lot 7, in Block 5, according to the Survey of Sunny Meadows, as recorded in Map Book 8, Page 18 A, B and C, in the Probate Office of Shelby County, Alabama.

WHEREAS, MortgageAmerica, Inc. and/or its successors and assigns as their interests may appear, is making a mortgage loan to Frank G. Romano and Carolyn T. Romano, Husband and Wife (to refinance their original first mortgage loan to National Bank of Commerce of Birmingham, dated December 8<sup>th</sup>, 1995, in the amount of \$104,000.00, and recorded in Instrument # 1995-36073, in the Probate Office of Shelby County, Alabama, and being last transferred and assigned to Trustmark National Bank, by Instrument dated December 8<sup>th</sup>, 1995, and recorded in Instrument # 1995-36074), said loan being secured by a mortgage which encumbers the above described real Property:

WHEREAS, MortgageAmerica, Inc. and/or its successors and assigns as their interests may appear, as a condition for making a new mortgage loan, requires Mortgagee to subordinate the lien of its mortgage to the lien of the new MortgageAmerica, Inc. and/or its successors and assigns as their interests may appear, loan, recorded in Shelby County, Alabama, Instrument # \_\_\_\_\_, and mortgagee has agreed to do so.

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NOW, THEREFORE, for and in consideration of the premises hereof and of the mutual advantages and benefits accruing to the parties hereto, and in further consideration of the sum of ONE DOLLAR in hand paid by MortgageAmerica, Inc. and/or its successors and assigns as their interests may appear, to Mortgagee, the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby covenant, consent and agree to and with MortgageAmerica, Inc. and/or its successors and assigns as their interests may appear, that the lien of SouthTrust Bank, National Association, shall be and the same is hereby made subordinate, inferior and subject in every respect to the lien of MortgageAmerica, Inc. and/or its successors and assigns as their interests may appear, which was granted by Frank G. Romano and Carolyn T. Romano, Husband and Wife, to refinance the original first mortgage to National Bank of Commerce of Birmingham, recorded in Instrument # 1995-36073, in the Probate Office of Shelby County, Alabama, and being last transferred and assigned to Trustmark National Bank, in Instrument # 1995-36074, which encumbers the above described property, provided, however that this subordination is limited to the amount of \$120,000.00.

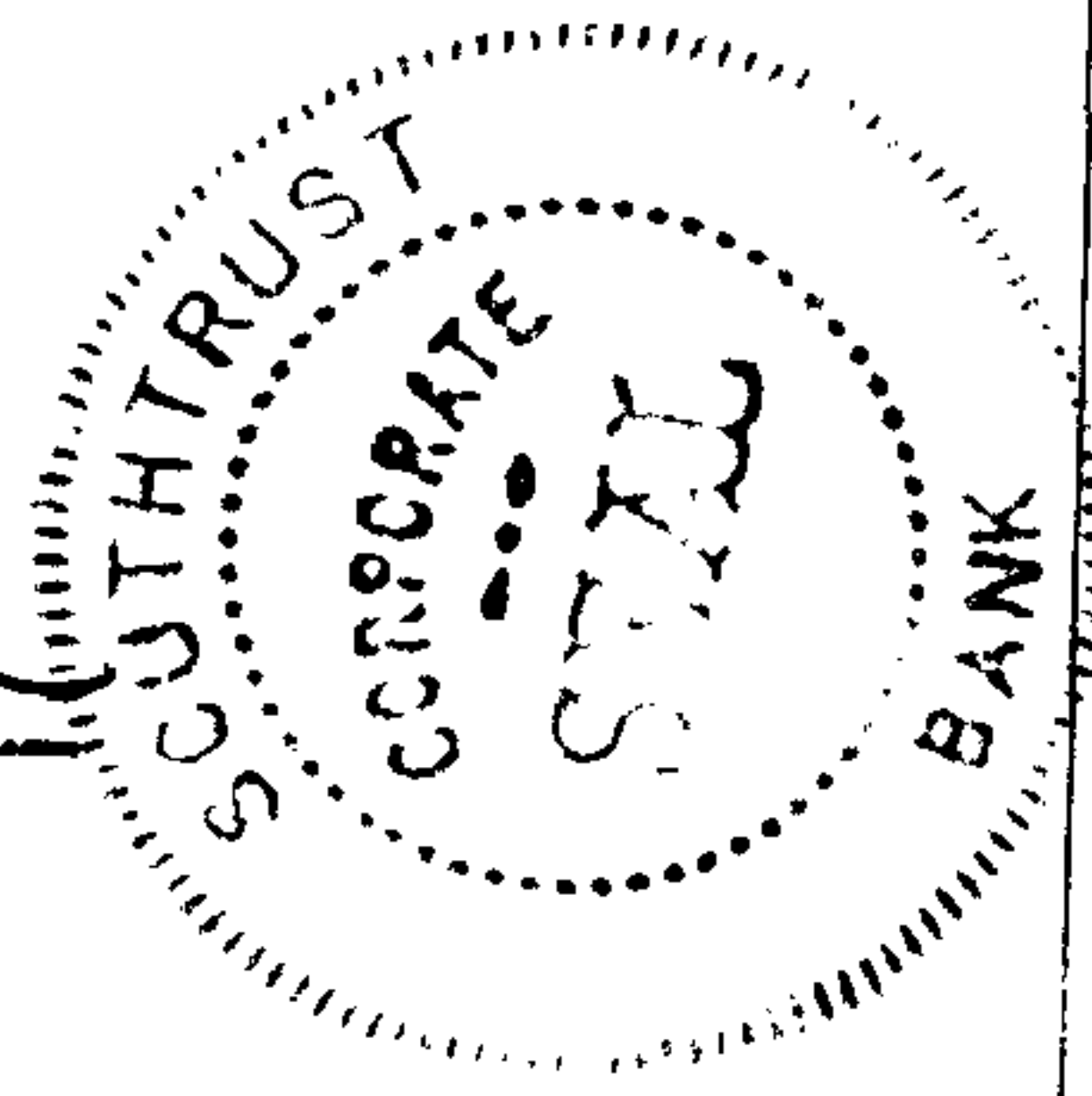
IN WITNESS WHEREOF, this agreement is executed the day and year first written above.

Signed, sealed and delivered  
in the presence of:

SouthTrust Bank,  
National Association

Jenny Gause  
Witness

BY: Stephen A. Pierce  
Its Asst. Vice Pres.



STATE OF ALABAMA:  
COUNTY OF JEFFERSON:

The foregoing instrument was acknowledged before me this 19 day of August, 2002, by Stephen A. Pierce, AVP of SouthTrust Bank, National Association, on behalf of the company.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_

My Commission Expires June 17, 2003

