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Shelby Cnty Judge of Probate,AL
01/06/2003 13:51:00 FILED/CERTIFIED

Subordination Agreement

THIS AGREEMENT is made and entered into on this **23** day of **December2002**, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of **Flagstar Bank, FSB**, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to **William E. Bussey & Betty W. Bussey** (the "Borrower", whether one or more) the sum of **$96,000.00**. Such loan is evidenced by a note dated **05-18-99** , executed by Borrower in favor of AmSouth, which note is secured by a mortgage, deed of trust, security deed, deed to secure debt, or other security agreement **recorded 06-11-99**, in Record Book **Inst # 1999-24749 amended in Inst # 1999-48624** 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 **$292,000.00**, which loan will be evidenced by a promissory note in such amount dated , 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.

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.

AMSOUTH BANK

By: _____
Its: Vice-President

State of Alabama
Shelby County

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 23 day of December 2002, within my jurisdiction, the within named _____ who acknowledged that he is _____ of AMSOUTH BANK, a banking corporation, and that for and on behalf of the said AmSouth Bank, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by AmSouth Bank so to do.

_____
Notary Public
My commission expires: 4-1-03
NOTARY MUST AFFIX SEAL

This Instrument Prepared by:
Sara Taylor
P.O. Box 830721
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