

**Prepared by: Alexis Shebanie**  
**LSI , A Division Of Fidelity National Financial**  
**NLSE362438**

***SUBORDINATION of MORTGAGE***

FROM

***SouthTrust Bank***

*, with their primary office at*  
**234 Goodwin Crest Drive 5<sup>th</sup> Floor Birmingham, AL 35209**

*(hereinafter called "MORTGAGEE")*

TO

***Morgan Stanley Dean Witter***

*, with its primary office at*

**2215 Sanders Road, Suite 300 Northbrook , IL 60062**  
*(hereinafter called "LENDER").*

WHEREAS, MORTGAGEE *is the holder of a valid mortgage granted by, **Hunter W. Mills and Lynn E. Mills, OWNERS** covering certain real property owned by OWNER and located in the county of **Shelby COUNTY** and State of Alabama as more fully described on "Exhibit "A" attached hereto and incorporated herein (hereinafter the "PROPERTY") which mortgage is recorded in the Recorder's office in the county of **Shelby** at Mortgage Recording , in the amount of **\$77,300 AND RERECORDED ON 2/28/03 BOOK 2003 PAGE 190920** (hereinafter the "PRIOR MORTGAGE"); and*

WHEREAS, OWNER *has granted LENDER a mortgage on the PROPERTY and LENDER has recorded the mortgage in the Office of the Recorder's office of **Shelby** County on \_\_\_\_\_ (date) at Mortgage Book Volume **★** , Page \_\_\_\_\_ ("LENDER'S MORTGAGE"); in the amount of \$ **343,450** and*

**\* 20030619000385290**  
WHEREAS *the MORTGAGEE has agreed to subordinate the PRIOR MORTGAGE to LENDER'S MORTGAGE.*

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND and in consideration of \$ 1.00 (One Dollar) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. *Subordination of Lien: The MORTGAGEE hereby subordinates the PRIOR MORTGAGE and its lien position in and on the PROPERTY to the LENDER'S Mortgage and the lien thereof, as if the LENDER's Mortgage had been recorded first in time to the PRIOR MORTGAGE and so that all public records will reflect LENDER'S Mortgage to be superior in lien to the PRIOR MORTGAGE.*
2. *Subordination of Debt: MORTGAGEE hereby subordinates payment of the debt secured by the Prior Mortgage to payment of the debt secured by the LENDER's Mortgage.*

3. This Subordination shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of MORTGAGEE and LENDER.

WITNESS the land and seal of the said MORTGAGE

WITNESS:

(Individuals)

Jenny House

Stephen A. Pierce



Sarah Noyes

Print Name: Stephen A. Pierce  
Asst Vice Pres

(SEAL)

State of Alabama \_\_\_\_\_ }

County of Shelby Jefferson } SS. }

On this 19 day of May, 2003, before me, a notary public, the undersigned \_\_\_\_\_ officer, \_\_\_\_\_ personally appeared \_\_\_\_\_ known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Linda F. Myers  
Notary Public

MY COMMISSION EXPIRES MAY 30, 2005

