

Prepared by:

Nations Title, 5370 W 95th St  
Shawnee Mission KS 66207  
(913) 341-2705

## SUBORDINATION AGREEMENT

WHEREAS, South Trust Bank the undersigned, hereinafter referred to as First Party, is the owner of the mortgage dated 1/14/03 and recorded on the 2/7/03, as document No. N/a in Vol. 2003 at page 7754, in the office of the Register of Deeds, Shelby County, State of Alabama, securing a debt in the original amount of \$45,000.00, and covering the following described real estate situated in Shelby County, State of Alabama, to-wit:

LOT 101, ACCORDING TO THE SURVEY OF FINAL RECORD PLAT OF GREYSTONE FARMS MILNER'S CRESCENT SECTOR, PHASE 3, AS RECORDED IN MAP BOOK 23, PAGE 71, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED.

SUBJECT TO EXISTING EASEMENTS, CURRENT TAXES, RESTRICTIONS AND COVENANTS, SET-BACK LINES AND RIGHTS OF WAY IF ANY, OF RECORD.

PROPERTY ACQUIRED BY JOINT SURVIVORSHIP DEED DATED 11/30/00 IN CONVEYANCE RECORDS 2000/41426 IN COUNTY OF SHELBY, STATE OF ALABAMA.

WHEREAS, James and Gretchen Hudson have executed a mortgage NOT TO EXCEED the amount of \$ 273,918.00, dated 8 / 11, 2003 to Principal Residential Mortgage, Inc., hereinafter referred to as Second Party covering the above described real estate and securing a note of like amount, which mortgage is filed for record in the office of the Register of Deeds, Shelby County, State of Alabama on 8 / 22 / 03 at 8:34 o'clock, and recorded as document No. \* 20030822000555 290, in Book \_\_\_\_\_ of Mortgages, at page \*, of the records of said County and State; and

WHEREAS, Second Party desires that the lien of its mortgage above referred to shall be prior and superior to any right, title, interest, claim or lien which the First Party may have in or to the said premises by virtue of its mortgages first above described;

NOW, THEREFORE, the undersigned in consideration of the premises and the sum of One Dollar (\$1.00) to the First Party in hand paid, the receipt whereof in hereby acknowledged, the said First Party does subordinate all rights created by the mortgages above described to the undersigned First Party, or in any other manner, to the lien of the mortgage to the said Second Party above described, and agrees that the said mortgage to said Second Party shall constitute a first and prior lien upon the real estate described in the mortgage of said Second Party, superior to any right, title interest, claim or lien which the First Party may have in or on said premises, to the same extent as though the mortgage to Second Party was actually executed and recorded prior to the mortgages of the undersigned above described.

IN WITNESS WHEREOF, the said First Party has hereunto caused this instrument to be signed on its behalf by

John R Day, thereunto duly authorized so to do this day  
July 1 21, 2003.

South Trust Bank



BY: [Signature]  
Title: Group Vice Pres.  
John R Day

[Signature]  
Witness Signature

Phillip Freeman  
Witness Printed Signature

20030822000555300 Pg 2/2 14.00  
Shelby Cnty Judge of Probate, AL  
08/22/2003 08:34:00 FILED/CERTIFIED

[Signature]  
Witness Signature

Jenny Housef  
Witness Printed Signature

STATE OF Alabama  
COUNTY OF Jefferson

On this July 1 21, 2003, before me appeared John R Day, Group VP (title) to me personally known, who, being by me duly sworn, did say that they are the representatives respectively, of the Corporation of the State of \_\_\_\_\_, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]  
Notary Public

My Commission Expires :

MY COMMISSION EXPIRES MAY 30, 2005

