

Mortgage Subordination Agreement

0131460495

THIS AGREEMENT is made this9TH..... day of ..SEPTEMBER.....,2003..... by
..WELLS FARGO BANK NA..... ("Subordinating Party"), whose address
is X, X..... and is
being given to ..WELLS FARGO HOME MORTGAGE, INC.....
a ..CALIFORNIA..... corporation ("Lender").

Recitals

1. LENDER is making a mortgage loan (the "Loan") to:

TIMOTHY C. MORGAN

HEATHER S. MORGAN

("Borrower") in connection with the acquisition or refinancing of certain premises with a property
address of 403 WALKER WAY, PELHAM, AL 35124.....
which premises are more fully described in Exhibit A attached hereto and incorporated herein by
reference ("Property").

2. Borrower is the present owner of the Property or will at the time of the making of the
Loan be the owner of the Property, and has executed or is about to execute a Mortgage/Deed of
Trust in the sum of \$.....104,000.00..... dated SEPTEMBER 10, 2003....., in favor of the LENDER.

3. Subordinating Party is also making a mortgage loan to the Borrower in the amount of
TWELVE THOUSAND SEVEN HUNDRED AND NO/100.....

Dollars (\$.....12,700.00.....) in connection with the acquisition of the Property, or now owns
or holds an interest as mortgagee of the Property pursuant to the provisions of that certain
Mortgage/Deed of Trust dated 06/07/2002....., and recorded on ..06/07/2003....., at Mortgage
Book 200206....., Page 070027....., as Document No. X..... in the office of the
Recorder, County of SHELBY....., State of AL.....

4. LENDER is willing to make such loan to Borrower provided that LENDER obtains a first lien
on the Property and Subordinating Party unconditionally subordinates the lien of its Mortgage/Deed of
Trust to the lien in favor of LENDER in the manner hereinafter described.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable
consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party,
and to induce LENDER to make a loan to Borrower, Subordinating Party hereby agrees with
LENDER that the Mortgage/Deed of Trust securing the Note in favor of LENDER, and any renewals,
extensions or modifications of it, will be and shall remain a lien on the Property prior and superior to
the lien in favor of Subordinating Party in the same manner as if LENDER's Mortgage/Deed of Trust
has been executed and recorded prior in time to the execution and recordation of the Subordinating
Party's Mortgage/Deed of Trust.

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Subordinating Party further agrees that:

1. Subordinating Party will not exercise any foreclosure rights with respect to the Property, will not accept a deed in lieu of foreclosure, and will not exercise or enforce any right or remedy which may be available to Subordinating Party with respect to the property, without at least thirty (30) days' prior written notice to LENDER. All such notices shall be sent to:

**WELLS FARGO HOME MORTGAGE, INC.
P. O. BOX 4148
FREDERICK, MD 21705-4148**

2. Any future advance of funds or additional debt that may be secured by the Subordinating Party's Mortgage/Deed of Trust including, without limitation, additional debt created by any shared appreciation or negative amortization provisions of the Subordinating Party's Mortgage/Deed of Trust (together, "Future Advances"), shall be subject to the provisions of this Mortgage Subordination Agreement. The Mortgage/Deed of Trust securing the Note in favor of LENDER, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property prior and superior to any lien for Future Advances.

3. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or terminated, except by a writing signed by both parties. This Agreement shall be binding upon Subordinating Party and the heirs, representatives, successors and assigns of Subordinating Party, and shall inure to the benefit of, and shall be enforceable by LENDER and its successors and assigns. Subordinating Party waives notice of LENDER's acceptance of this Agreement.

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IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

WITNESS:

Kara Vishusky

WELLS FARGO BANK NA

Subordinating Party

By:

Kelli Mose

(Signature)

Jiffani Molina

Its:

Vice-President

(Title)

STATE OF Maryland

) SS.

COUNTY OF Washington

On this 9th day of September, 2003, before me, the

undersigned, a Notary Public in and for said county, personally appeared to me

Jessica Rohrer personally known, who being duly sworn, did say that

he/she is Kelli Mose

of Wells Fargo Home Mortgage and that foregoing

instrument was signed on behalf 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

Jan 10, 2007

Jessica L Rohrer

Notary Public

JESSICA L. ROHRER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires January 10, 2007

EM004L 02/14/02

20030917000624020 Pg 4/4 20.00
Shelby Cnty Judge of Probate, AL
09/17/2003 08:54:00 FILED/CERTIFIED

"Exhibit A"

Lots 141 and 141A, according to the Survey of Builders Group Addition to The Glen at Stonehaven, as recorded in Map Book 27, Page 146, in the Probate Office of Shelby County, Alabama.