

**This instrument prepared by:**

Jeffrey A. Rodgers  
Washington Mutual Finance  
8900 Grand Oak Circle  
Tampa, FL 33637-1050

**Return after recording to:**  
Washington Mutual Finance  
1217 7<sup>th</sup> St. S  
Clanton, AL 35045

RETURN TO: RAY HUNDLEY  
TRANSCONTINENTAL TITLE CO  
4033 TAMPA RD, SUITE 101  
OLDSMAR, FL 34677  
1-800-225-7897

**SUBORDINATION AGREEMENT**

D190779-T-3

**This Subordination Agreement** (the "Agreement") is hereby made and entered into this 30<sup>th</sup> day of January, 2004, by Washington Mutual Finance, LLC, a Delaware limited liability company ("WMF"), whose post office address is 1217 7<sup>th</sup> St. S., Clanton, AL 35045.

**WHEREAS**, WMF is the owner and holder of that certain note executed by Larry James, Jr. ("Borrower") to WMF, in the original principal amount of \$10,330.02 secured by a Mortgage recorded on July 11, 2003 among the Public Records of Shelby County, Alabama, in Docket No. 2003071100043914 ("WMF Mortgage") and encumbering the property described therein, to wit:

**See Attached**

PARCEL #: 351020002035000

**WHEREAS**, Borrower desires to obtain a loan from Watermark Financial Partners, Inc. ("Watermark") in the principal amount of \$91,837.00 which will be secured by a mortgage on the Property ("Watermark"), which Mortgage shall be recorded in the Public Records of Shelby County, Alabama. \* NOT TO EXCEED

**WHEREAS**, Watermark is unwilling to make the aforesaid loan to Borrower unless the WMF Mortgage is subordinate to the Watermark Mortgage;

**NOW THEREFORE**, for and in consideration of the sum of \$1.00, the receipt and sufficiency of which is hereby acknowledged, WMF does hereby subordinate all of its rights under the WMF Mortgage to the rights, powers and privileges granted Watermark under the Watermark Mortgage, and any extensions or renewals thereof, up to the amount of \$91,837.00 plus accrued interest in accordance with the Watermark Mortgage and advances for taxes and reasonable insurance premiums, subject to the following conditions: a) the Watermark Mortgage and indebtedness secured thereby will not contain a balloon payment; b) the Watermark Mortgage and indebtedness secured thereby will not provide for future advances (other than to protect the security interest); c) the Watermark Mortgage and the indebtedness will not secure an open-end credit agreement; d) Watermark shall give written notice to WMF, in the event of default on the payment and/or default in any of the terms and conditions of the Watermark Mortgage or indebtedness secured thereby, and prior to the pursuit of any remedy provided thereunder; and e) WMF shall be entitled to cure any default in the Watermark Mortgage and/or indebtedness secured thereby, within fifteen (15) business days from the date written notification is sent.

**FURTHER**, the WMF Mortgage shall otherwise remain in full force and effect;

**FURTHER**, this Agreement shall not be modified or terminated except by written instrument in recordable form;

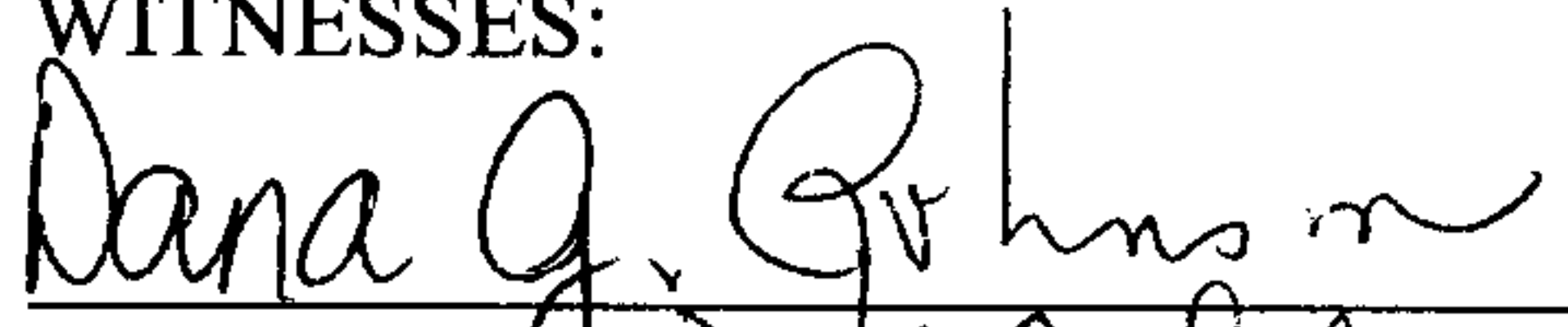
**FURTHER**, this Agreement shall be binding on WMF, its successors and assigns.

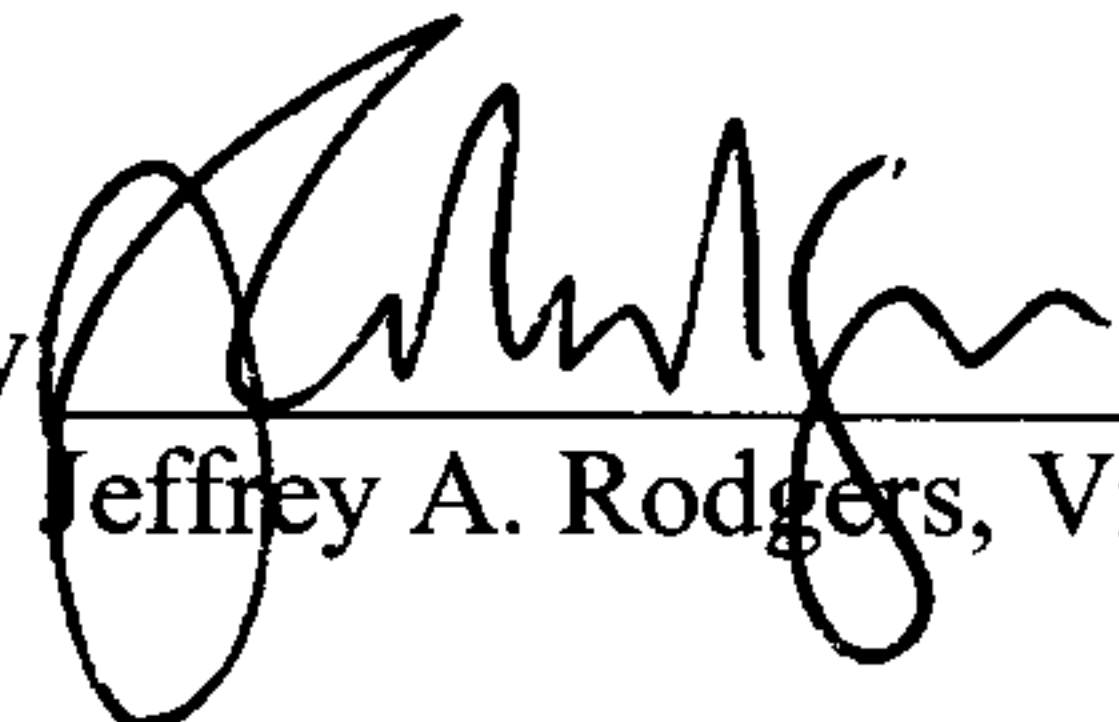
**FURTHER**, this Agreement shall be governed by the laws of the state of Alabama.

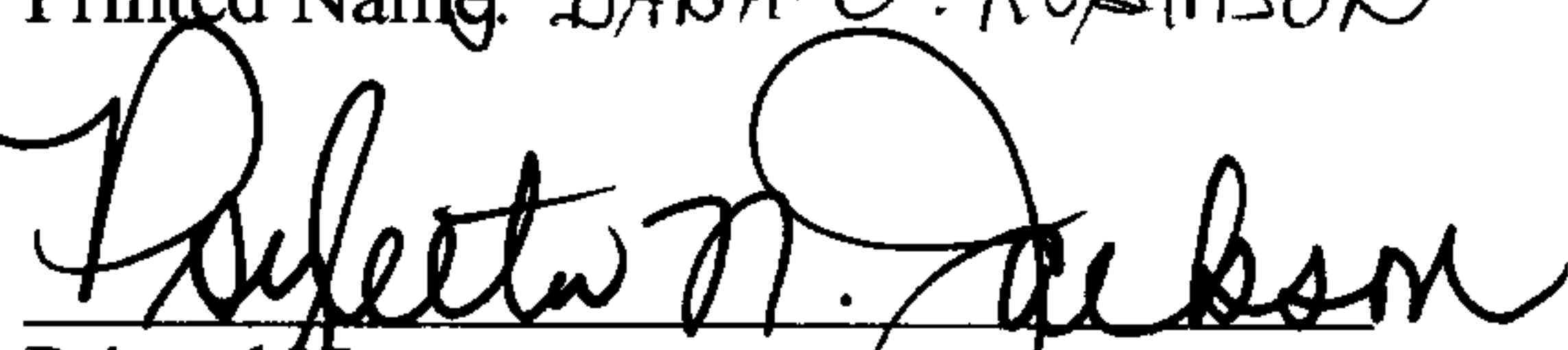
**WITNESS**, the signature and seal of the undersigned person, acting through its duly authorized officer, this 30<sup>th</sup> day of January, 2004.

Washington Mutual Finance, LLC,  
a Delaware limited liability company


WITNESSES:

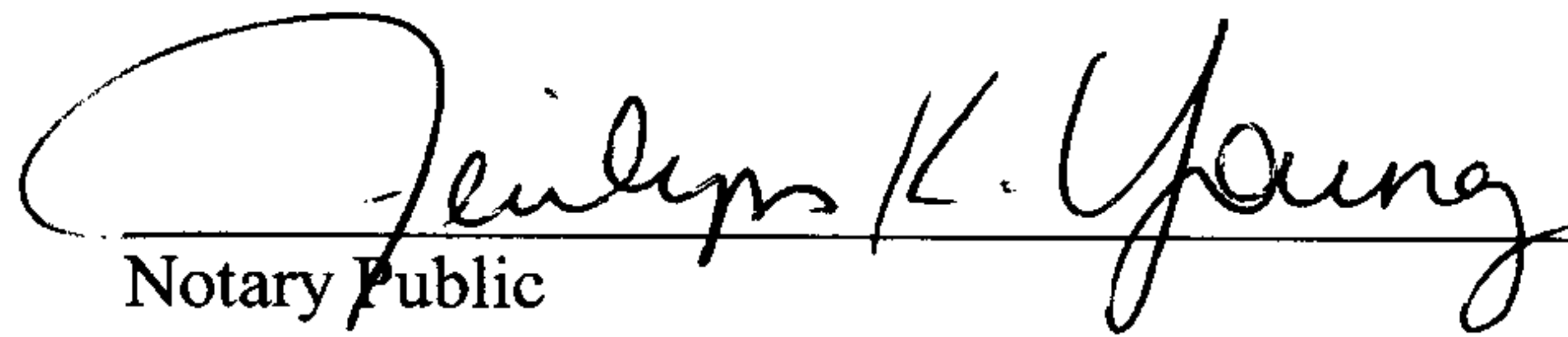
  
Printed Name: DANA G. ROBINSON

By   
Jeffrey A. Rodgers, Vice President

  
Printed Name: Pyleeta N. Jackson  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2004, by Jeffrey A. Rodgers, First Vice President of Washington Mutual Finance, LLC, a Delaware limited liability company, who appeared personally before me on behalf of the company and is personally known to me.

 Jerilyn K Young  
My Commission DD154018  
Expires September 29, 2006

  
Notary Public  
Jerilyn K. Young

**EXHIBIT "A"**

**THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY,  
ALABAMA, TO-WIT:**

**LOT 35, ACCORDING TO THE SURVEY OF WILLOW COVE, PHASE 2, AS  
RECORDED IN MAP BOOK 24, PAGE 49, IN THE PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA.**

**BEING THE SAME PROPERTY CONVEYED TO LARRY JAMES, JR. BY DEED FROM  
WILLIAM ALAN WEIDLER AND WIFE, DEBRA C. WEIDLER, RECORDED  
08/13/2001 IN DOCUMENT NO. 200134214.**