

SUBORDINATION AGREEMENT

STATE OF ALABAMA,
_____ **COUNTY.**

This Subordination Agreement, made and entered into on this the 13 day of February, 2004
by and between

America's Wholesale Lender

As party of the First Part, and.

Citizens Bank

As party of the Second Part.

WITNESSETH:

THAT, WHEREAS, Derrick S. Walker and Brandi L. Authement have an outstanding lien in favor of the party of the First Part dated the 29th day of August, 2002, and recorded in Instrument Number 20020903000420680 in the Probate Office of Shelby County, Alabama, on certain real estate described therein to secure an indebtedness of \$27,540.00, and said lien is in full force and effect, and.

WHEREAS, Derrick S. Walker and Brandi L. Walker (formerly known as Brandi L. Authement) have made an application to the Party of the Second Part for a loan in the sum of \$114,000.00 and said Party of the Second Part is willing to make said loan to the said Derrick S. Walker and Brandi L. Walker provided they furnish it with a mortgage on the lands described in the aforesaid lien and the said Party of the First Part subordinate the above-described lien and make the same second and subservient to the mortgage of Citizens Bank.

WHEREAS, the said Party of the First Part is willing to subordinate its said lien and make the lien second and subservient to the mortgage of the said Party of the Second Part as an inducement to it to make said loan.

NOW THEREFORE, in consideration of the premises and the further consideration of the sum \$10.00 cash, in hand, the Party of the First Part by the Party of the Second Part, the receipt of which is hereby acknowledged, the same Party of the First Part does hereby agree that the lien of \$27,540.00 recorded in Probate Office of Shelby County, Alabama in Instrument Number 20020903000420680 to secure the said lien shall be subordinate to the mortgage of Citizens Bank.

IT IS FURTHER agreed that should default in the payments under the terms of the real estate mortgage to Party of the Second Part, the said Lender agrees to notify Party of the First Part of said default prior to taking legal action.

IT WITNESS WHEREOF, the said Party of the First Part has caused its name to be hereunto signed on this the 13 day of FEBRUARY, 2004.

America's Wholesale Lender

By: Sandra Medina

Its ASSISTANT SECRETARY

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said county and state, certify that _____ whose name as _____ of America's Wholesale Lender, is signed to the foregoing conveyance and who is know to me acknowledged before me on this day, that being informed of the contents of the conveyance, he/she, as such officer and with full authority, the same was executed voluntarily on the day the same bears date.

GIVEN under my hand and official seal on this the _____ day of _____, 2004.

NOTARY PUBLIC

My Commission Expires: _____

PREPARED BY
S. Kent Stewart
Attorney at Law
3007 Citizens Parkway, Ste 2
Selma, Alabama 36701

T. Barksdale

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

)

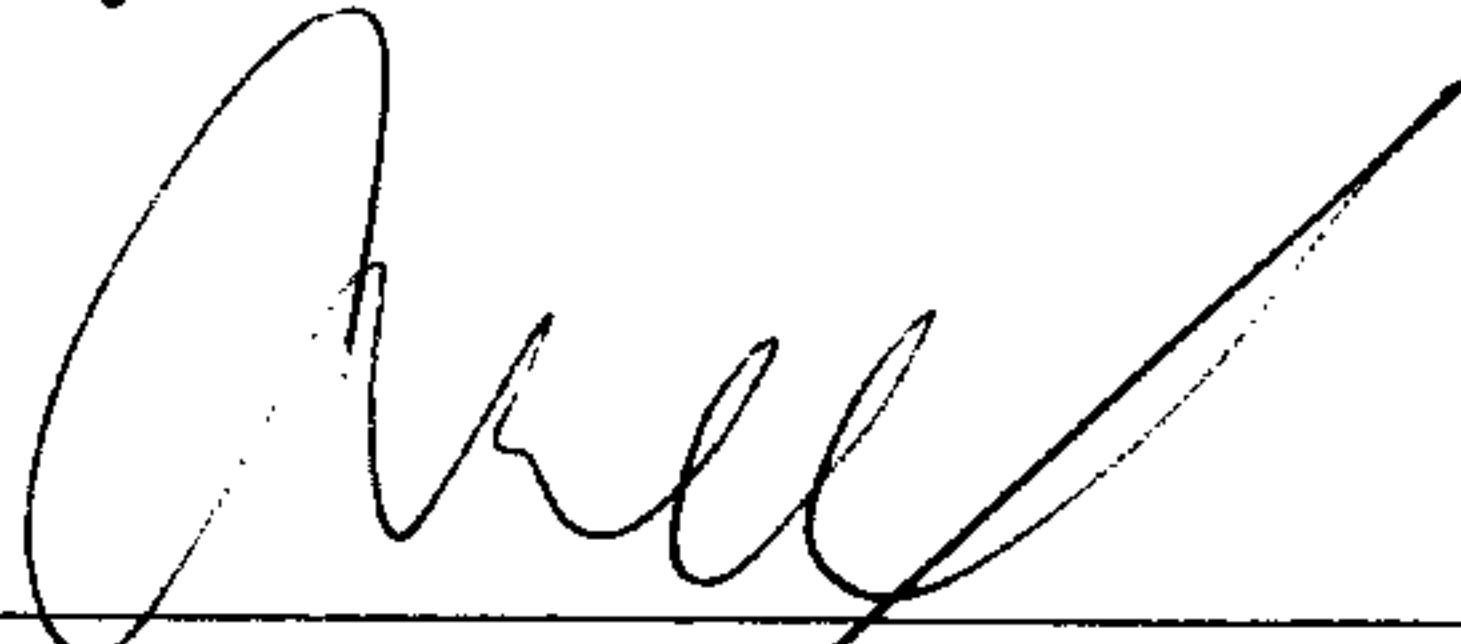
SS.

COUNTY OF VENTURA

)

On this 13 day of February, 2004, before me, **Alexis Lantan**, Notary Public, personally appeared **Sandra E. Medina**, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Alexis Lantan

Notary Public - Commission No. 1416023

Commission Expires: May 5, 2007

