

## Mortgage Lien Subordination Agreement

STATE OF ALABAMA  
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that Michael R Scarbrough & Spouse Sue Ann Scarbrough whereas, on August 10, 2001 (hereinafter referred to as "Mortgagor" did Execute in favor of Colonial Bank, Hereinafter referred to as "Mortgagee" a mortgage which then and does now constitute a Lien filed 08/30/2001 as recorded in Instrument# 2001-37471 in The Judge of Probate of Shelby County, Alabama, and said Property described as follows:

Lot 41, according to the Survey of Meadow Brook , second Sector second Phase, as recorded In Map Book 7, Page 130, in The Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Whereas, the Line of Credit reflects Fifty thousand and 00/100-----\$50,000.00 Dollars is being lowered to Forty six thousand eight hundred and 00/100-----\$46,800.00 due to the Loan to value.

Whereas, Mortgagor desire to refinance the existing first mortgage on said property through a New term mortgage in favor of HMSV-USB LENDING LLC D/B/A Mortgage South. and to secure such loan by mortgage Michael R Scarbrough and Sue Ann R Scarbrough.

Michael R Scarbrough and Sue Ann R Scarbrough Mortgage lien in favor of Colonial Bank Subordinate and made junior to HMSV-USB LENDING LLC D/B/A Mortgage South.

Whereas, Mortgagee (in consideration of the fact that their mortgage will be better secured as a second lien on the property) has previously agreed, and are now willing and desirous of executing such document as is necessary to effect the subordination of their mortgage lien so as to allow Mortgagor to execute a mortgage furnishing a valid first lien in favor of and to HMSV-USB LENDING LLC D/B/A MORTGAGE SOUTH.

Now, therefore, Mortgagee does hereby subordinate his mortgage lien on the above described property, as established by mortgage, with such mortgage now, by virtue of this document, hereby made subordinate and junior to the mortgage executed by Mortgagor. which mortgage is to secure an indebtedness of

Two hundred four thousand and 00/100----- DOLLARS. \$204,000.00

Be it known, however, that the mortgage in favor of Mortgagee shall in all other respects remain in full force and effect and constitute a first valid lien against the above described property as to all other Liens (with the sole exception of the lien created in favor of Colonial Bank and while Colonial Bank original Mortgage is recorded as \$50,000 the Loan To Value has been changed making it necessary to Lower the Line of Credit to (Forty Six thousand eight hundred and 00/100---\$46,800.00

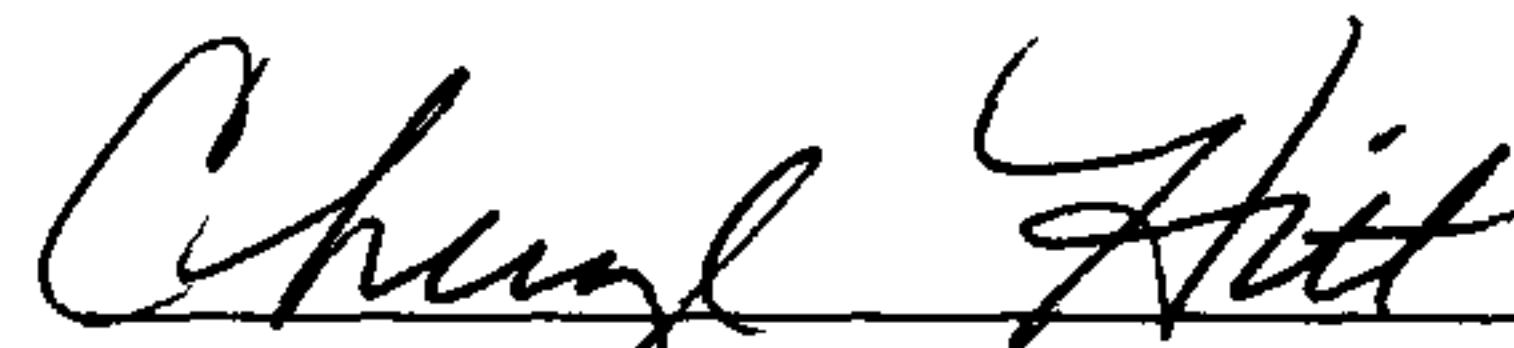
Mortgagor and Mortgagee warrant that Mortgagee is the owner of the mortgage.

STATE OF ALABAMA  
COUNTY OF SHELBY

In witness whereof, we have hereunto set our signatures and seals this \_\_\_\_\_

HMSV-USB LENDING LLC  
D/B/A MORTGAGE SOUTH

\_\_\_\_\_  
Colonial Bank, N.A.

  
Cheryl Hitt  
Assistant V.P.

\_\_\_\_\_  
Michael R Scarbrough

\_\_\_\_\_  
Sue Ann Scarbrough

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that \_\_\_\_\_, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of the foregoing instrument, executed the same voluntarily on the day the same bears date.

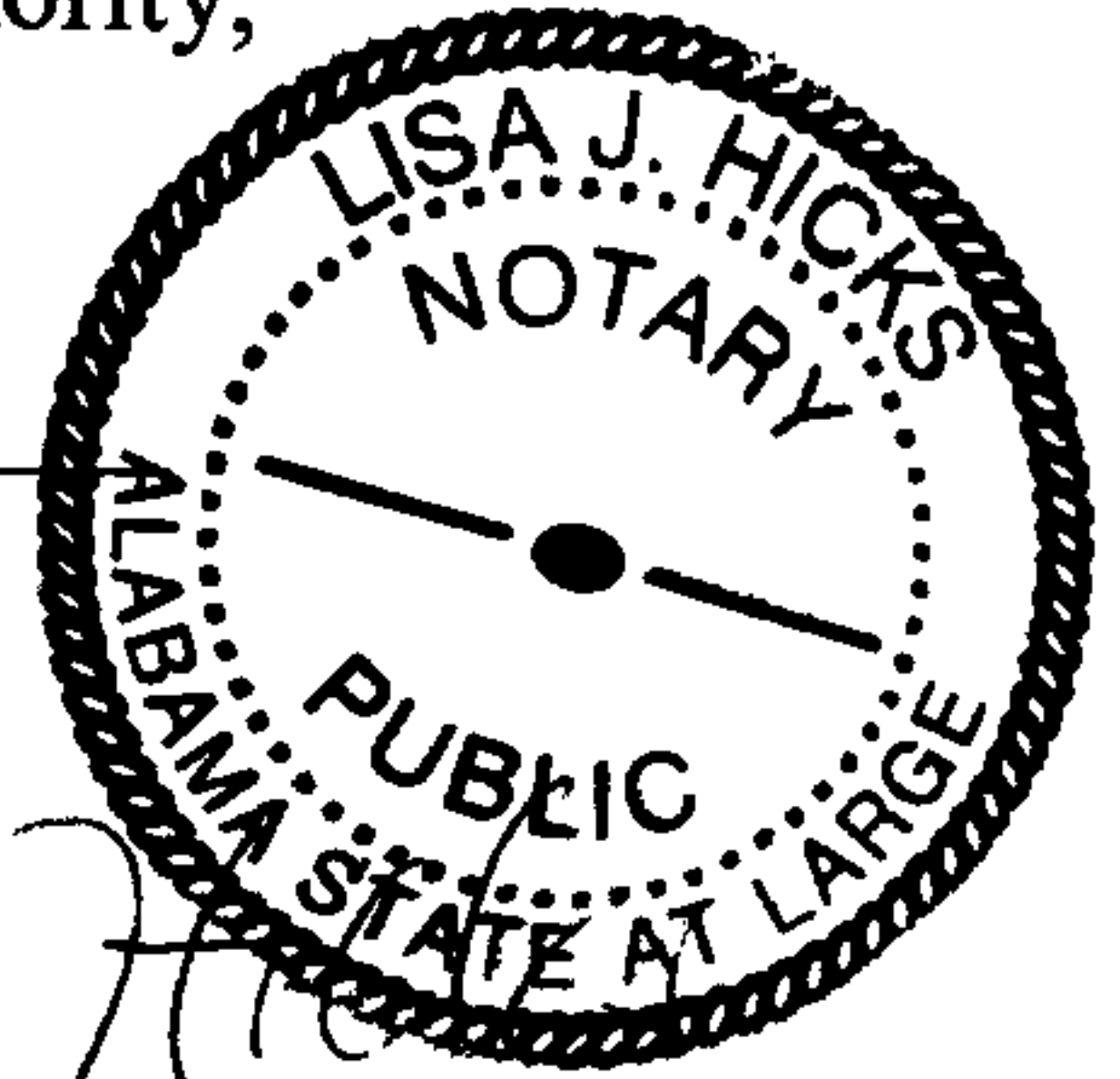
Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 2004.

Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ is signed to the foregoing instrument, and who is known to me, acknowledge before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 3rd day of May of 2004.



Notary Public *Lisa J. Hicks*  
My Commission Expires: **My Commission Expires**  
**03-03-2008**

STATE OF ALABAMA  
COUNTY OF SHELBY

I the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Michael R Scarbrough & Sue Ann Scarbrough is signed to the foregoing instrument, and who is known to me, acknowledge before me on this day that, being informed of the contents of such instrument, executed the same voluntarily.

Given under my hand and official seal, this the \_\_\_\_\_ of 2004.

Notary Public  
My Commission Expires: