

2263220- DCM

SUBORDINATION AGREEMENT

THIS AGREEMENT, made this **5th** day of **May, 2004** by LaSalle Bank National Association, a national banking association, whose address is 4747 W. Irving Park Road, Chicago, IL 60641

WITNESSETH:

WHEREAS, **Charles P. Bell and wife, Carolyn W. Bell, as joint tenants with right of survivorship**, are the owners in fee simple of the following described premises situated in Birmingham, Shelby County, State of Alabama

Land situated SEE ATTACHED LEGAL DESCRIPTION EXHIBIT A

Commonly Known As: 646 Highland Lakes CV, Birmingham, Alabama 35242

WHEREAS, **Charles P. Bell and wife, Carolyn W. Bell**, are the mortgagors and LaSalle Bank National Association is the mortgagee under that certain mortgage in the amount of **\$25,000.00** covering said premises, which mortgage is dated **October 7, 2002** and recorded **October 25, 2002** in **Instrument No. 20021025000528910**, in Shelby County, State of Alabama.

WHEREAS, ABN AMRO Mortgage Group, Inc. intends to make a certain mortgage loan to **Charles P. Bell and wife, Carolyn W. Bell**, in the principal amount **not to exceed \$260,350.00** to be secured by a note and mortgage dated _____ with mortgage recorded 11-10-03 at Book —, Page — or Document No. 2003 111 0000746160 With **Charles P. Bell and wife, Carolyn W. Bell**, as mortgagors and ABN AMRO Mortgage Group, Inc. as mortgagee, said mortgage to cover the subject premises (the "First Mortgage"), and

WHEREAS, ABN AMRO Mortgage Group, Inc. will only make the said loan to **Charles P. Bell and wife, Carolyn W. Bell**, provided that the Consumer Loan is made wholly subordinate to the lien of the First Mortgage, and

WHEREAS, it is the intention of ABN AMRO Mortgage Group, Inc. that the First Mortgage be prior and superior to the Consumer Loan.



NOW, THEREFORE, in consideration of the mutual promises contained herein and for other considerations of value, the parties hereto hereby agree as follows:

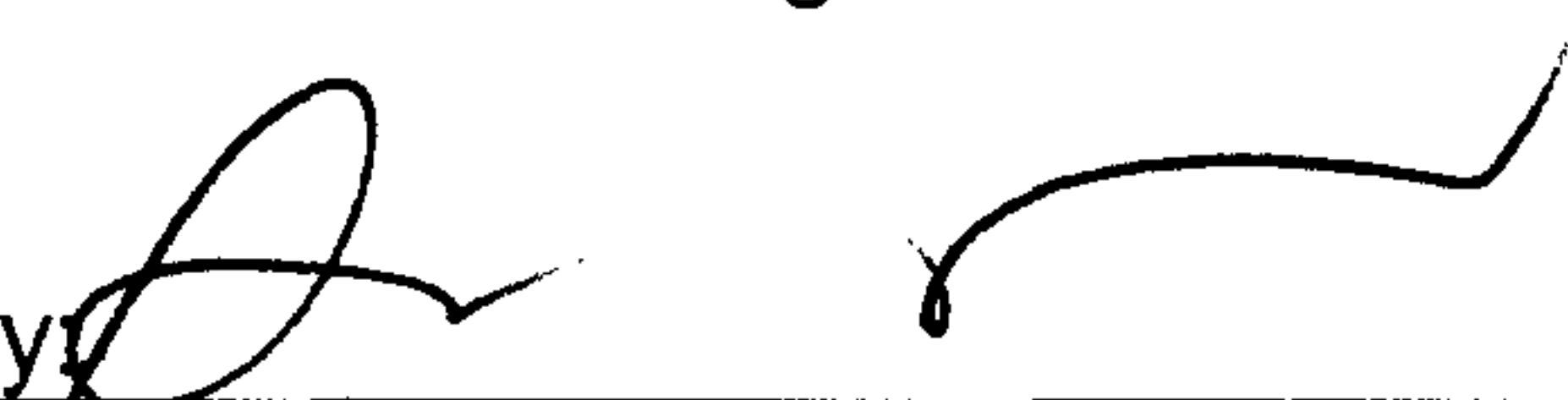
1. That the Consumer Loan, or any renewal or extension thereof, shall be and the same hereby is subject and subordinate to the lien of the First Mortgage or any renewal or extension thereof.
2. This Agreement shall bind and inure to the benefit of the heirs, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

WITNESSES:

LaSalle Bank National
Association,
a national banking association


Kemely Pierre

Faith Francis


By: Steve Demarest
Its: First Vice President

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)


Steve Demarest the First Vice President of LaSalle Bank National Association, and a federal savings bank, on behalf of the bank, acknowledged the foregoing instrument before me this 5th day of May, 2004

Broward County, Florida



Judy Ward-Knapp
Commission # DD131532
Expires July 4, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

DRAFTED BY:
Adeline Alizee
LaSalle Bank National Association
1643 N. Harrison Pkwy
Bldg H
Sunrise, FL 33323,
AB00447668


Notary Public
My Commission Expires: 7/4/06

AFTER RECORDING RETURN TO:

LaSalle Bank National Association
4747 W. Irving Park Road, Chicago, IL
60641

Form No. 3301 (6/00)
Short Form Commitment, EAGLE
SUPER EAGLE

ORDER NO: 2263220
FILE NO: 2263220
LENDER REF: AB00447668

Exhibit "A"

The land referred to in this policy is situated in the **STATE OF ALABAMA, COUNTY OF SHELBY, CITY OF BIRMINGHAM**, and described as follows:

LOT 107 ACCORDING TO THE MAP OF HIGHLAND LAKES, 1ST SECTOR AN EDDLEMAN COMMUNITY AS RECORDED IN MAP BOOK 18, PAGE 37, A, B, C, D, E, F&G IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Being all of that certain property conveyed to CHARLES P. BELL AND CAROLYN W. BELL from JOHN D. BOWMAN AND KATHY W. BOWMAN, by deed dated 06/07/01 and recorded 06/27/01 in Deed Book 2001, Page 26425 of official records.