

2254155-DCM SUBORDINATION AGREEMENT

THIS AGREEMENT, made this **26th** day of **April, 2004** by LaSalle Bank National Association, a national banking association, whose address is 4747 W. Irving Park Road, Chicago, IL 60641

WITNESSETH:

WHEREAS, **Daniel A. Headley and Marsha H. Headley, his wife, as joint tenants with right of survivorship**, are the owners in fee simple of the following described premises situated in Chelsea, Shelby County, State of Alabama.

Land situated SEE ATTACHED LEGAL DESCRIPTION EXHIBIT A

Commonly Known As: 157 Pin Oaks Dr., Chelsea, Alabama, 35043

WHEREAS, **Daniel A. Headley and Marsha H. Headley** are the mortgagors and LaSalle Bank National Association is the mortgagee under that certain mortgage in the amount of **\$50,000.00** covering said premises, which mortgage is dated **December 29, 2003** and recorded **January 15, 2004** in **Instrument No. 20040115000028710**, in Shelby County, State of Alabama.

WHEREAS, ABN AMRO Mortgage Group, Inc. intends to make a certain mortgage loan to **Daniel A. Headley and Marsha H. Headley** in the principal amount **not to exceed \$163,250.00** to be secured by a note and mortgage dated with mortgage recorded 7-12-02 at Book , Page or Document No. 20020712000325160 With **Daniel A. Headley and Marsha H. Headley** 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 **Daniel A. Headley and Marsha H. Headley** 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:



Adeline Alizee


Sherami Simmons

LaSalle Bank National
Association,
a national banking association

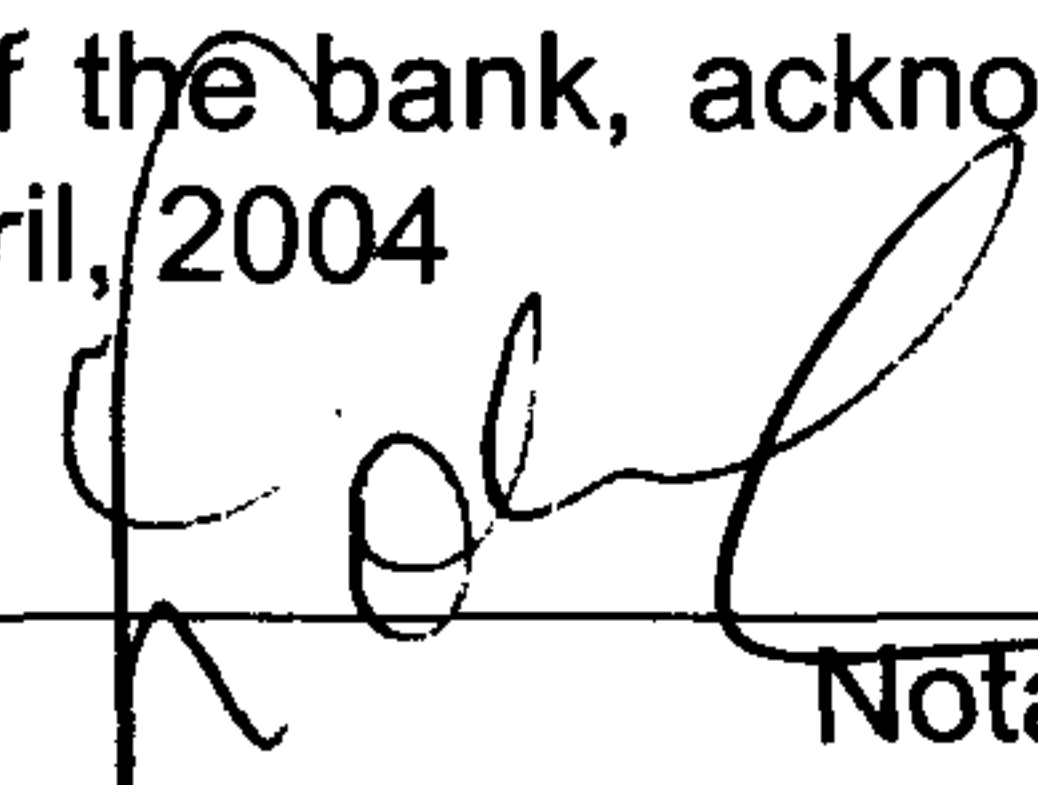
By: 

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 26th day of April, 2004

Broward County, Florida



Notary Public
My Commission Expires:



DRAFTED BY:
Daisy Martin
LaSalle Bank National Association
1643 N. Harrison Pkwy
Bldg H
Sunrise, FL 33323,
ab00445560

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: 2254155
FILE NO: 2254155
LENDER REF: AB00445560

Exhibit "A"

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

LOT 243, ACCORDING TO THE MAP AND SURVEY OF YELLOWLEAF RIDGE ESTATES, SECOND SECTOR, AS RECORDED IN MAP BOOK 21 PAGE 93 A, B AND C IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

Being all of that certain property conveyed to DANIEL A. HEADLEY AND MARSHA H. HEADLEY from CHRISTINE M. OLSON, by deed dated 11/30/98 and recorded 02/01/99 in Deed Book 1999, Page 04292 of official records.

SOURCE OF TITLE

Instrument No. 2002 07 12000 32 5160
DEED BK. _____ PAGE _____