

05-26-'04 12:49 FROM-USAA

210-498-5129

T-409 P02/04 U-203

Return to: LSI  
700 Cherrington Pkwy  
Coraopolis, PA 15108  
Prepared by: Linda Earls

### SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, (the "Agreement"), is made this \_\_\_\_\_ day of May, 2004 by Regions Bank (the "Lender").

WHEREAS, USAA Federal Savings Bank ("USAA") has approved an extension of credit (the "Mortgage Loan") to V. Wayne Causey and Donna R. Causey (individually and collectively the "Borrower") in the original principal amount of one hundred ninety-five thousand nine hundred thirty-six dollars (US \$195,936.00) (the "Mortgage Loan Amount"); and

WHEREAS, payment of the Mortgage Loan is to be evidenced by a promissory note (the "Mortgage Note") executed by Borrower and made payable to the order of USAA in the Mortgage Loan Amount; and

WHEREAS, payment of the Mortgage Note is to be secured by a mortgage/deed of trust/security deed to be executed by Borrower for the benefit of USAA and recorded among the land records of Shelby County, Alabama (the "Mortgage Security Instrument"), encumbering property known as 1321 Hatcher Loop Drive, Brandon, Florida 33511, all of which will be described in the Mortgage Security Instrument (the "Property"). All documentation securing and evidencing the Mortgage Loan, including, without limitation, the Mortgage Note and the Mortgage Security Instrument, shall be referred to as the "Mortgage Loan Documents"; and

WHEREAS, Borrower previously received a home equity revolving line of credit loan from Lender in the original principal amount of forty thousand dollars (US \$40,000.00) (the "Equity Loan"), which has a current outstanding balance of approximately thirty-one thousand six hundred seventy-three dollars (US \$31,673.00) (the "Equity Balance") evidenced by a promissory note ("Equity Note") and secured by a mortgage/deed of trust/security deed encumbering the Property recorded July 18, 1997 as Instrument Number 1997-23453 of the Shelby County, Alabama Registry or Recorder's Office (the "Equity Security Instrument"). All documentation securing and evidencing the Equity Loan, including without limitation, the Equity Note and Equity Security Instrument, shall be referred to as the "Equity Loan Documents"; and

WHEREAS, as a condition precedent to the making of the Mortgage Loan, USAA has required Lender to execute this Agreement; and

WHEREAS, Lender has agreed to execute this Agreement and to subordinate the lien of the Equity Security Instrument to the lien of the Mortgage Security Instrument and it is for this purpose that the Lender does hereby execute, acknowledge, and deliver this Agreement to USAA;

NOW, THEREFORE, IN CONSIDERATION of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender agrees as follows:

1. Lender subordinates and waives the priority of the Equity Security Instrument in favor of the Mortgage Security Instrument, so that, as between the Equity Security Instrument and the Mortgage Security Instrument, the Mortgage Security Instrument shall be a prior lien, mortgage, encumbrance and security instrument upon the Property with all the rights and remedies of a prior lien, mortgage, encumbrance and security interest incident thereto. This is a subordination only of lien priority position as to security instruments and does not constitute a subordination of debt.
2. As between the Equity Security Instrument and the Mortgage Security Instrument, the rights, privileges and remedies of the Mortgage Security Instrument shall include, without limitation, the right to first payment from the proceeds of the sale of the Property, if the Property is sold by Borrower, Lender, their respective trustees or otherwise, to satisfy their respective indebtedness. The subordination effected by this Agreement extends to the Equity Security Instrument and all other documentation securing the Equity Loan, the Equity Balance, the Equity Note and any subsequent advances made under the Equity Loan or to any future advances made by Lender.
3. Except as otherwise provided for herein, this Agreement does not require that the Mortgage Note or the Mortgage Loan be satisfied prior to satisfaction of the Equity Note or Equity Loan.
4. This Agreement in no way modifies, affects or impairs the obligations of Borrower under either the Equity Loan Documents or the Mortgage Loan Documents, nor does it modify, affect or impair any of the respective rights of USAA or Lender as to Borrower, either individually or collectively. All further modifications or amendments to the Mortgage Security Instrument shall be binding upon, and effective against, Lender, its successors and assigns, without any further consent or documentation from or on the part of Lender, its successors and assigns.
5. Lender agrees that it shall not commence exercise of any right or remedy against, or seek possession or control of, the Property unless and until Lender shall have given USAA thirty (30) days' prior written notice thereof at USAA's address set forth above. In the event Lender exercises its rights as a secured party with respect to the Property, Lender agrees to deliver to USAA (or, in the case of a foreclosure sale, to the party responsible for disbursement) that portion of any proceeds actually received by Lender solely through the exercise of such rights, in excess of such amounts as are lawfully owed to Lender and are secured by the Equity Security Instrument



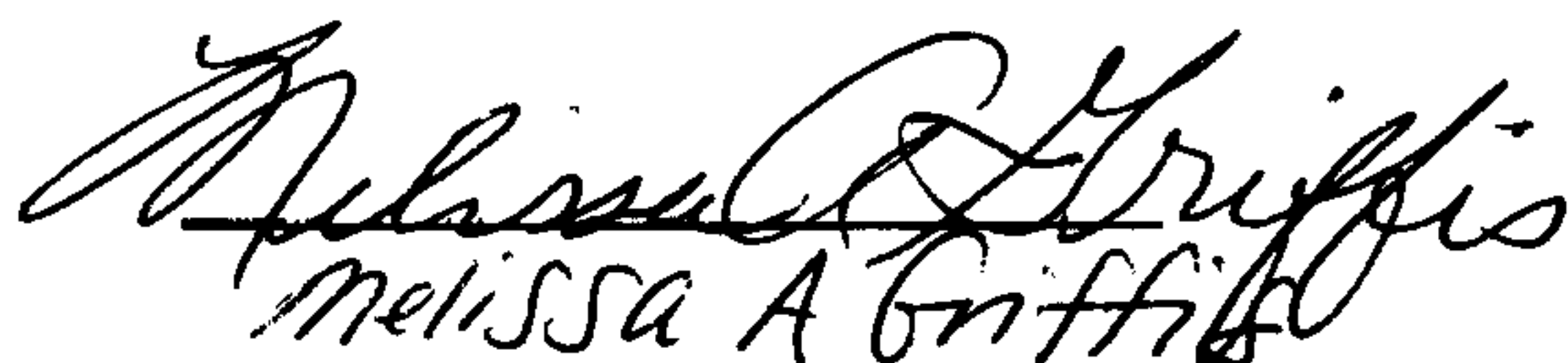
(the "Excess Proceeds"). Lender shall deliver the Excess Proceeds to USAA within fifteen (15) days after receipt thereof and of a good faith accounting of the amount thereof.

6. This Agreement shall only be construed to determine the rights of Lender and USAA with respect to each other and shall not be construed to provide any benefit to any persons or entity not a party hereto or named herein.
7. Nothing herein contained shall obligate Lender, or any other party, to grant credit to, or continue any existing financing arrangements with, Borrower.
8. This Agreement shall be binding upon, and inure to the benefit of, USAA and Lender and to their successors and assigns.
9. This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Texas.

IN WITNESS WHEREOF, Lender has executed this Agreement under seal as of the date and year first above written.

WITNESS:

REGIONS BANK

  
Melissa A. Griffith

By:  (Seal)

Name: Linda Earls

Title: Banking Officer

STATE OF Georgia

COUNTY OF Hall

This instrument was acknowledged before me on this 27th day of May, 2004 by Linda Earls, the Banking Officer of Regions Bank.

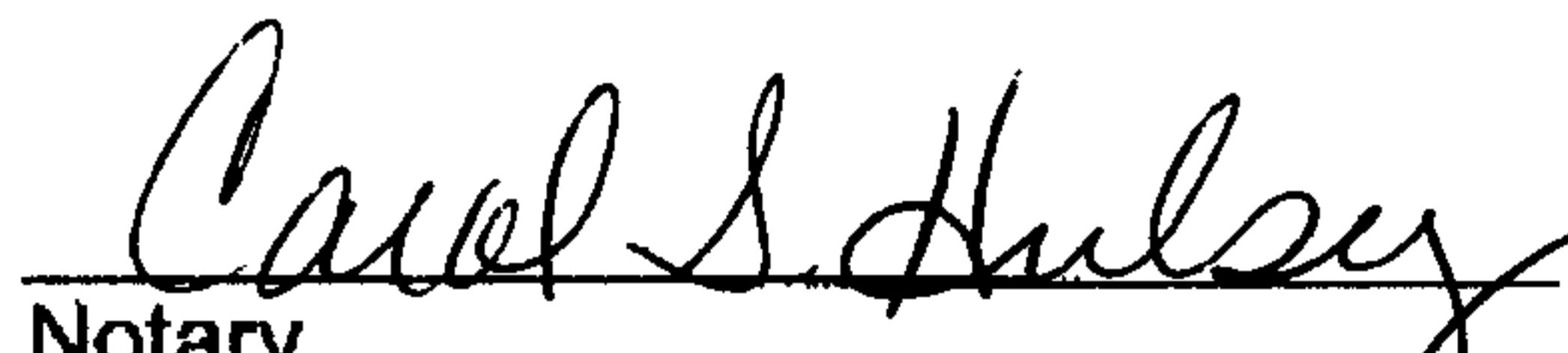
  
Notary  
My Commission Expires: \_\_\_\_\_



Exhibit A

Legal Description:

Commence at the Northwest corner of the S  $\frac{1}{2}$  of the E  $\frac{1}{2}$  of the SE  $\frac{1}{4}$ , Section 22, Township 22 South, Range 2 West; thence proceed North 88 deg. 40 min. East (MB) for a distance of 65.0 feet to a point, thence turn an angle of 90 deg. 36 min. 45 sec. to the left and proceed North 1 deg. 56 min. 45 sec. West (MB) along the proposed West right of way line of Country Club Drive for a distance of 300.0 feet to the point of beginning of the parcel herein described; thence continue North 1 deg. 56 min. 45 sec. West (MB) for a distance of 300.0 feet to a point; thence turn an angle of 89 deg. 23 min. 15 sec. to the left and proceed for a distance of 180.0 feet to a point; thence turn an angle of 90 deg. 36 min. 45 sec. to the left and proceed for a distance of 300.0 feet to a point; thence turn an angle of 89 deg. 23 min. 15 sec. to the left and proceed for a distance of 180.0 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel/Tax I.D. #: 28-5-22-0-000-084.003

Commonly known as: 3 Country Club Drive, Calera, AL 35040