

Subordination Agreement

20040715000391130 Pg 1/2 14.00
Shelby Cnty Judge of Probate, AL
07/15/2004 11:51:00 FILED/CERTIFIED

Customer Name: Edward Swenson & Marilyn Swenson
Customer Account: 5299070499306803

2397022

THIS AGREEMENT is made and entered into on this 15th day of June 2004, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of Chase Manhattan Mortgage, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to Edward Swenson & Marilyn Swenson (the "Borrower", whether one or more) the sum of \$52,337.00. Such loan is evidenced by a note dated 07-28-98, executed by Borrower in favor of AmSouth, which note is secured by a mortgage, deed of trust, security deed to secure debt, or other security agreement recorded 08/25/1998, in Record Book Inst #1998-33067 at Page n/a, amended in Record Book Inst # 200207030000311430 at Page n/a in the public records of Shelby County, Alabama (the "AmSouth Mortgage"). Borrower has requested that lender lend to it the sum of \$75,100.00, which loan will be evidenced by a promissory note, and executed by Borrower in favor of Lender (the "Note"). The Note will be secured by a mortgage of the same date as the Note (the "Mortgage"). Lender and Borrower have requested that AmSouth execute this instrument.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, AmSouth agrees that the Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien or charge of AmSouth Bank to the extent the Mortgage secures the debt evidenced by the Note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions, and to the extent of advances made under the Note or the Mortgage necessary to preserve the rights or interest of Lender thereunder, but not to the extent of any other future advances.

IN WITNESS WHEREOF, AmSouth has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

Return To:
Recording Dept. (469) 322-2500
First American Lenders Advantage
1801 Lakepointe Drive, Suite 111
Lewisville, TX 75057

State of Alabama
Shelby County

AMSOUTH BANK

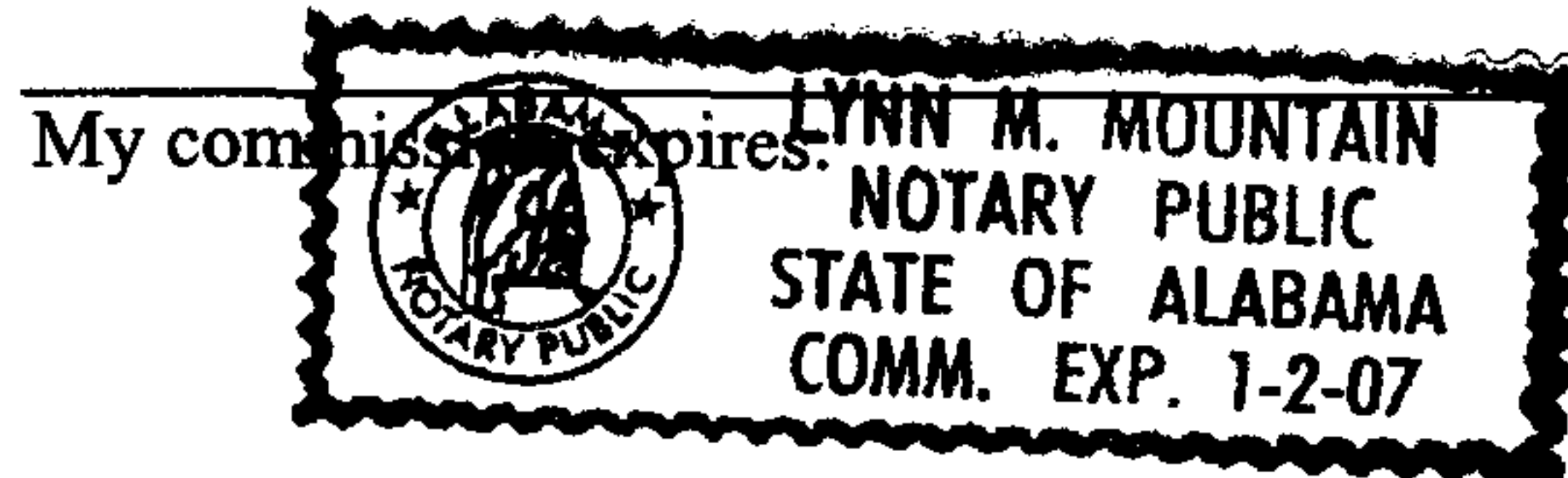
By: W.D. Wilbourne
Its Vice President

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 15th day of June 2004, within my jurisdiction, the within named W.D. Wilbourne who acknowledged that he/she is VP of AMSOUTH BANK, a banking corporation, and that for and on behalf of the said AmSouth Bank, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by AmSouth Bank so to do.

Lynn M. Mountain
Notary Public

NOTARY MUST AFFIX SEAL

This Instrument Prepared by:
AmSouth Bank
P.O. Box 830721
Birmingham, AL 35283



Recording requested by
First American Title Insurance Co.

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

ORDER NO: 2397022
FILE NO: 2397022
LENDER REF: 14457932

Exhibit "A"

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

LOT 25, OLDE TOWNE FOREST, FIRST ADDITION, AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, IN MAP BOOK 9, PAGES 170.

Being all of that certain property conveyed to EDWARD A. SWENSON AND MARILYN M. SWENSON from ENMAR CORPORATION, by deed dated 07/01/86 and recorded 07/03/86 in Deed Book 79, Page 344 of official records.