20050420000186520 1/2 $14.00
Shelby Cnty Judge of Probate,AL
04/20/2005 10:54:54AM FILED/CERT

Real Property Subordination Agreement

Borrower (Grantor/ Mortgagor): PETER J. KUHN AND SPOUSE, KIM K. KUHN

Property Address: 1128 LAKE POINT COURT, BIRMINGHAM, AL 35244
Creditor: Compass Bank

For valuable consideration, the receipt and sufficiency of which are acknowledged, Creditor and MORTGAGEAMERICA, INC. ("Lender") resolve the priority of their debts and security instruments and agree as follows:

Creditor's security interest. Creditor owns and holds a Note(s) in the amount(s) of $ 115,200.00 and related Mortgage or Deed of Trust which was recorded on 11/04/2004 (date) in INST. #20041104000608430 (book, page or instrument #) in the books and records of SHELBY (County), ALABAMA (State) and encumbering the following described real property located in SHELBY County, ALABAMA (State), all present and future improvements and fixtures located thereon (the "Property"):

LOT 2054, ACCORDING TO THE SURVEY OF LAKE POINT ESTATES, AS RECORDED IN MAP BOOK 17, PAGE 14, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

Lender's security interest and condition precedent. Borrower has requested a loan amount not to exceed $ 255,000.00 from the Lender to be secured by a Mortgage or Deed of Trust on the Property from the Grantor/Mortgagor in favor of the Lender. Lender is only willing to make the loan on condition that Creditor's security interest described in paragraph 1 be subordinated to the Mortgage or Deed of Trust to be executed in favor of the Lender. Lender's security interest will also secure, without limitation, all other sums due under the loan as amended from time to time, and such additional sums as Lender may advance under the provisions as to future advances, additional sums for the purpose of curing any of the Borrower's defaults, interest on principal, and attorney's fees and costs incurred by Lender in any proceedings arising out of or in connection with the Lender's security interest, including proceedings to enforce or foreclose it, all as permitted by the terms and conditions of Lender's Mortgage or Deed of Trust.

Subordination of Creditor's security interest. Creditor agrees that its security interest and all of the Creditor's rights thereunder shall at all times be inferior and subordinate to the Lender's security interest and Lender's rights in the Property, including any extensions, renewals or modifications, up to a maximum of $ 115,200.00, plus interest.

Priority of security interest. The priority of the security interests belonging to Creditor and Lender in the Property will be governed by this Agreement and not by the time or order in which the security interests were created or perfected, by recording in the appropriate public office, or otherwise.

Waiver of limitations. Creditor waives any obligation of Lender to provide Creditor with notice of any or all amendments, extensions or renewals of the loan, additional advances or loans, notice of default, notice of acceleration of debt, notice of demand for payment or notice of repossession and the right of Creditor to require Lender to marshal any collateral. In addition, Lender may take or refrain from taking any action (including but not limited to, making additional advances or loans) with respect to Borrower, any guarantor, or any collateral without notice to or the consent of the Creditor and without affecting any of the Lender's rights under this agreement.

Documentation and non-interference. Creditor will not prevent, hinder or delay Lender from enforcing its security interest. Creditor will execute and deliver to Lender such additional documents and other instruments, as the Lender may deem necessary to carry out this Agreement.

Termination. This Agreement will remain in full force and effect now and forever, despite the commencement of any federal or state bankruptcy, insolvency, receivership, liquidation or reorganization proceeding.

Effect on Borrower and third parties. This Agreement will not affect the enforceability and priority of Creditor's and Lender's security interests in the Property and the rights against the Borrower, Grantor/Mortgagor, or any third party except as set forth herein.

Representations and warranties. Credit represents and warrants to Lender that:

a. Creditor has not assigned any of its rights or interest on the Property prior to the execution of this Agreement. Creditor shall not assign or transfer to others any claim that the Creditor has or may have in the Property while any indebtedness of Borrower to Lender remains unpaid without the express consent of the Lender;
b. Creditor has obtained all consents and approvals needed to execute and perform its obligations under this Agreement;
c. Creditor's execution and performance of its obligations under this Agreement will not violate any court order, administrative order or ruling, or agreement binding upon Creditor in any manner and;
d. Creditor has conducted an independent investigation of Borrowers business affairs and was not induced to lend money or extend other financial accommodations to Borrower or execute this Agreement by any oral or written representation by Lender.

Assignment. Lender shall be entitled to assign its security interest and its rights and remedies described in this Agreement without notice to the Creditor.

Successors or Assigns. This Agreement shall be binding upon and inure to the benefit of Creditor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

Severability. Whenever possible, each provision of this Agreement shall be interpreted to be valid and enforceable under applicable state law. If any provision in this Agreement violates the law or is unenforceable, the rest of this Agreement shall remain valid.

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Notice. Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses described in this Agreement or such other address as the parties may designate in writing from time to time.

Applicable law. This agreement shall be governed by the laws of the state in which the property is located. Creditor consents to the jurisdiction of any court located in the state in which the property is located in the event of any legal proceedings under this Agreement.

Attorney's fees. Lender will be entitled to collect its reasonable attorney's fees, legal expenses, and other costs in the event of any litigation pertaining to this Agreement.

Joint and several. If there is more than one Creditor, their obligations shall be joint and several under this Agreement. Wherever the context requires, the singular form of any word shall include the plural.

Integration. This Agreement and any related documents represent the complete and integrated understanding between Creditor and Lender pertaining to the terms and conditions of this Agreement.

Waiver of jury trial. Lender and Creditor hereby waive any right to trial by jury in any action arising out of, or based upon, this Agreement.

Lender and Creditor acknowledge that they have read, understand, and agree to the terms and conditions of this Agreement.

Dated: 03/28/05

Creditor: x Dina Williams

Title: x AVP

Lender _____

Title: _____

State of Alabama

County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dina Williams A.V.P Whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of March, 2005.

BRENDA JOAN GOEB
NOTARIAL SEAL
NOTARY PUBLIC
EXPIRES 6-1-2005
ALABAMA STATE AT LARGE

(Seal)

Brenda Joan Goeb
Notary Public

State of _____

County of _____

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____ Whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 20___.

(Seal)

_____
Notary Public

LPAL517B