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Shelby Cnty Judge of Probate,AL
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STATE OF ALABAMA)
SHELBY COUNTY)

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this 12th day of April, 2005, by First American Bank, formerly National Bank of Commerce, (hereinafter referred to as "Mortgagee") in favor of Wachovia Mortgage Corporation (hereinafter referred to as "Mortgage Company"), its successors and/or assigns.

WITNESSETH:

WHEREAS, Mortgagee did loan to Herby L. Miller and Debra Miller (the "Borrower", whether one or more) for the sum of Fifty Thousand Dollars ($ 50,000.00) which loan is secured by a mortgage (hereinafter "the Mortgage") executed by Borrower in favor of National Bank of Commerce, (now First American Bank) recorded in Instrument No. 20040315000131250 and modified under Instrument 200163/3549, in the Office of the Judge of Probate of Shelby County, Alabama, covering the property further described as follows:

Lots 1 and 2, in Block 2, according to the Resurvey of Lots 1 and 2, Block 2, Hidden Valley, as recorded in Map Book 13, page 110, in the Probate Office of Shelby County, Alabama.

WHEREAS, Borrower has requested the Mortgage Company lend to it the sum of One Hundred Thirteen Thousand Three Hundred & no/100 DOLLARS ($113,300.00) (the "Loan"), such Loan to be evidenced by a Promissory Note in such amount executed by Borrower in favor of the Mortgage Company and secured by a Mortgage of even date therewith (the "Mortgage Company Mortgage") covering the property described herein, said Mortgage having been recorded in the Office of the Judge of Probate of Shelby Country, Alabama in Instrument # 20050429000205290.

WHEREAS, the Mortgage Company has agreed to make a loan to Borrower, if, but only if, the Mortgage Company Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Mortgagee on the terms set forth below and provided that the Mortgagee will specifically and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of the Mortgage Company Mortgage on the terms set forth below.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, and in order to induce the Mortgage Company to make the Loan above referred to, Mortgagee agrees as follows:

1. The Mortgage Company Mortgage and the Note secured by the Mortgage Company Mortgage and the debt evidenced by such Note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all said debt and on any and all renewals and extensions shall be and remain at all times a liens or charge on the property covered by the Mortgage Company Mortgage, prior and superior to the lien or charge to the Mortgagee.

2. Mortgagee acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien of charge of the Mortgagee in favor of the lien or charge of the Mortgage Company Mortgage, and that it understands that, in reliance upon and in consideration of the waiver, relinquishment, and subordination, specific loans and advances are being and will be made, and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into by the

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Mortgage Company which would not be made or entered into but for such reliance upon this waiver, relinquishment and subordination.

3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the Mortgage Company Mortgage, as to the priority thereof, and there are no agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.

4. This agreement shall be binding upon the Mortgagee, its successors and assigns and shall inure to the benefit of the Mortgage Company, its successors and assigns.

5. No waiver shall be deemed to be made by the Mortgage Company of any of its rights hereunder unless the same shall be in writing signed on behalf of the Mortgage Company, and each such waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the Mortgage Company or the obligations of the Borrower to the Mortgage Company hereunder in any other respect at any other time.

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

ATTEST:

First American Bank
(formerly National Bank of Commerce)

_____

BY: Phyllis Bolena

(ITS: _____**)**

ITS: Assistant Vice President

ACKNOWLEDGMENT

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Phyllis Bolena, whose name as Assistant Vice President of First American Bank, (formerly National Bank of Commerce), is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, being informed of the contents of this instrument, he, as such officer, and with full authority, executed the same voluntarily, as an act of said National Banking Association, on the day the same bears date.

Given under my hand and official seal, this the 12th day of April, 2005.

NOTARY PUBLIC

My Commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 21, 2007
BONDED THRU NOTARY PUBLIC UNDERWRITERS