

20050518000240230 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
05/18/2005 11:30:22AM FILED/CERT

Recording Requested by: LSI
When recorded return to:
Custom Recording Solutions
2550 N. Red Hill Ave.
Santa Ana, CA 92705
800-756-3524 Ext. 5011
CRS# *1137395*

APN:
101120007003000

SUBORDINATION AGREEMENT

Recording requested by: LSI
When recorded return to:
Custom Recording Solutions
2550 N. Redhill Ave. 1137395
Santa Ana, CA. 92705
800-756-3524 ext. 5011


20050518000240230 2/3 \$17.00
Shelby Cnty Judge of Probate, AL
05/18/2005 11:30:22AM FILED/CERT

Subordination Agreement

Customer Name: Gary L. Taylor & Joye Taylor
Customer Account: 5299070499418418

THIS AGREEMENT is made and entered into on this 04 day of March 2005, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of Wells Fargo Bank, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to Gary L. Taylor & Joye Taylor (the "Borrower", whether one or more) the sum of \$30,000.00. Such loan is evidenced by a note dated 02-04-00, 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 06/28/2000, in Record Book Inst 2000-21558 at Page 0, amended in Record Book 0 at Page 0 in the public records of Shelby County, Alabama (the "AmSouth Mortgage"). Borrower has requested that lender lend to it the sum of \$84,965.00, 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.

[Signature]
Recorded: 6/28/00

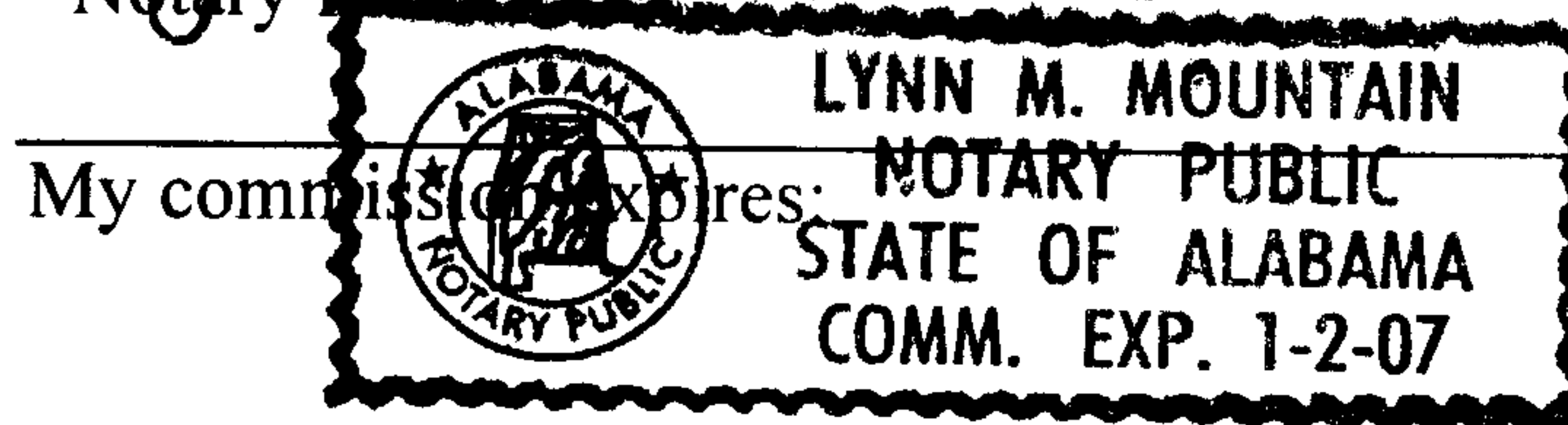
AMSOUTH BANK

By: *[Signature]*
Its Vice President
W. D. Wilbourne

State of Alabama
Shelby County

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 04 day of March 2005, 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: *W.D. Wilbourne*
AmSouth
P.O. Box 830721
Birmingham, AL 35283

Lynn M. Mountain


20050518000240230 3/3 \$17.00
Shelby Cnty Judge of Probate, AL
05/18/2005 11:30:22AM FILED/CERT

Order ID1635251

Loan Number : 708-0050257955

EXHIBIT A
LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA TO-WIT:

LOT 3, ACCORDING TO THE SURVEY OF MEADOW BROOK, 11TH SECTOR, AS RECORDED IN MAP BOOK 9, PAGE 6, A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PARCEL CONVEYED TO GARY L. TAYLOR AND VERONA JOYE TAYLOR FROM JOSEPH A. LINDERER AND MAXINE A. LINDERER BY VIRTUE OF A DEED DATED JUNE 20, 1986 RECORDED JULY 03, 1986 IN DEED BOOK 079, PAGE 168 IN SHELBY COUNTY, ALABAMA

APN: 101120007003000