


RETURN TO:  
TITLE SOURCE INC  
1450 W.LONG LAKE  
STE. 400  
TROY, MI 48098

Subordination Agreement

  
20050909000469140 1/2 \$16.00  
Shelby Cnty Judge of Probate, AL  
09/09/2005 03:19:36PM FILED/CERT

Customer Name: COURTNEY PERNELL, SR.  
Customer Account: 5299070499287151

THIS AGREEMENT is made and entered into on this 29 day of JULY 2005, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of QUICKEN LOANS, INC., its successors and assigns (hereinafter referred to as "Lender").

R# 1960107

RECITALS

AmSouth loaned to COURTNEY PERNELL, SR. (the "Borrower", whether one or more) the sum of \$86,000.00. Such loan is evidenced by a note dated 04-30-98, 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 05/12/1998, in Record Book INST 1998-17346 at Page 0, amended in Record Book INST 2001-15925 AMENDED INST 20020820000396020 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 \$193,000.00, 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.

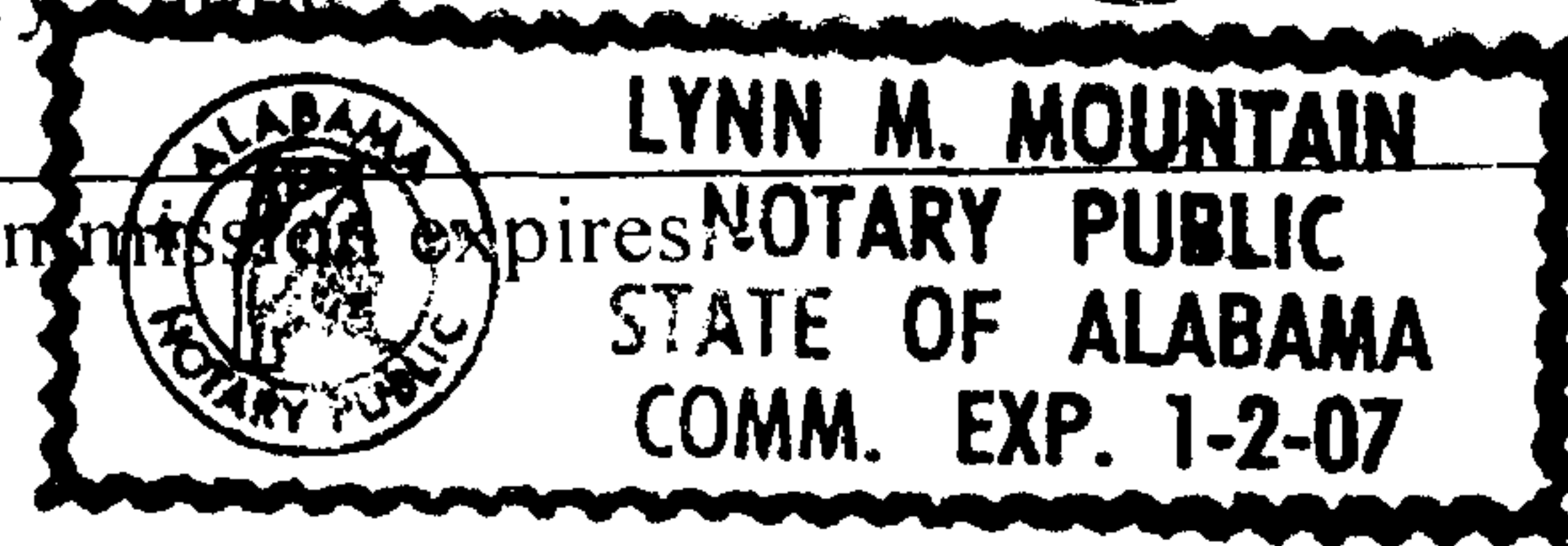
AMSOUTH BANK

By: B. Kauffman  
Its Vice President  
Asst.

State of Alabama  
Shelby County

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 29 day of JULY 2005, within my jurisdiction, the within named B. Kauffman who acknowledged that he/she is AVP 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  
P.O. Box 830721



20050909000469140 2/2 \$16.00  
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Commitment Number: 1517999

**SCHEDULE C**

**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

The following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 27, Block 3, according to the Survey of Norwick Forest, Second Sector, as recorded in Map Book 13, page 23

A & B in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Parcel/Tax I.D. #: 23-2-03-2-001-001.095

Commonly known as: 115 Newgate Road, Alabaster, AL 35007