

Subordination Agreement

Customer Name: GREGORY AND TRACI SMITH  
Customer Account: 5299070499502435

8137

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 COUNTRYWIDE, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to GREGORY AND TRACI SMITH (the "Borrower", whether one or more) the sum of \$10,000.00. Such loan is evidenced by a note dated 11-16-00, 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 12/04/2000, in Record Book INST 2000-41563 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 \$153,000.00, 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. Mortgage recorded on 08/08/2005 as Instrument No. 20050808000403520 in the records of Shelby County Judge of Probate, Alabama.

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.

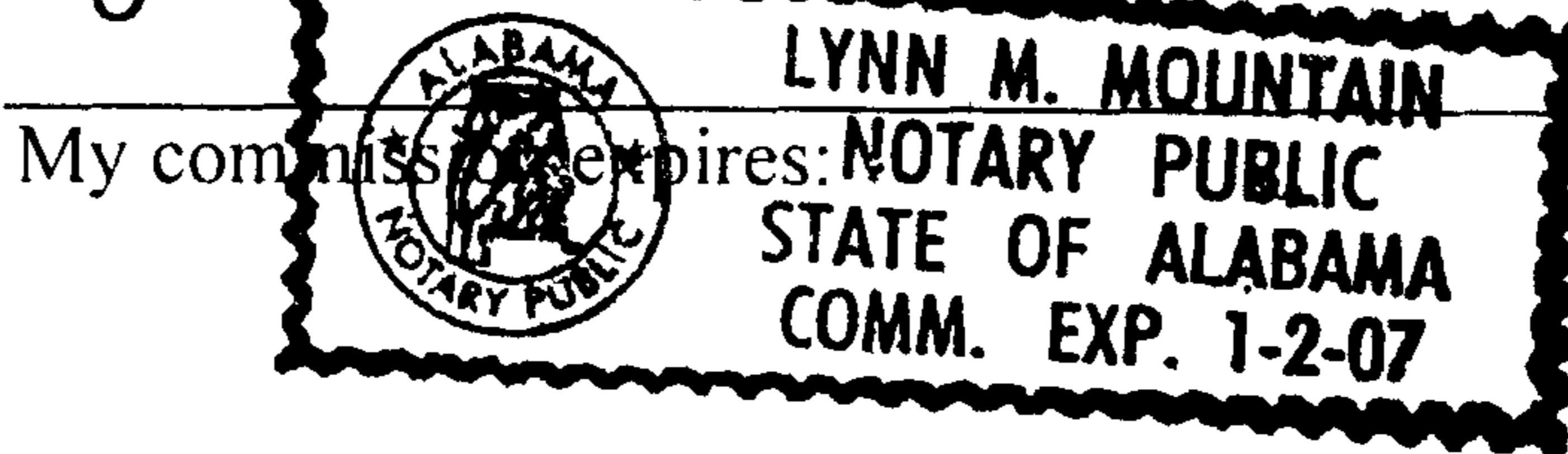
26321554  
Recording Requested by &  
When Recorded Return To:  
US Recordings, Inc.  
2925 Country Drive Ste 201  
St. Paul, MN 55117

State of Alabama  
Shelby County

AMSOUTH BANK  
By: B. Kauffman  
Its Vice President  
Asst.

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  
Birmingham, AL 35283

20050915000480710 1/2 \$14.00  
Shelby Cnty Judge of Probate, AL  
09/15/2005 02:05:21PM FILED/CERT

US Recordings

1010310

## Exhibit "A"

File Number: **1010316**

Description:

The land referred to herein is situated in the State of **Alabama, Shelby** described as follows:

LOT 18, ACCORDING TO THE SURVEY OF OLD TOWN OF HELENA, AS RECORDED IN MAP BOOK 22, PAGE 26. IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: INSTRUMENT 1999-33183 (RECORDED 08/09/1999)

APN: **135152002018000**




**U26321554-01RD02**

SUBORDINATION AG

REF# 1010316

US Recordings

  
20050915000480710 2/2 \$14.00  
Shelby Cnty Judge of Probate, AL  
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File # 1010316