



20051024000551970 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
10/24/2005 01:37:43PM FILED/CERT

SUBORDINATION AGREEMENT

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 #: 1675470

APN: 138274001 043000

Subordination Agreement

20051024000551970 2/3 \$17.00
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Customer Name: Robert D. & Cheryl A. Foust
Customer Account: 5299070499953166

THIS AGREEMENT is made and entered into on this 16 day of September 2005, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of Wells Fargo Bank, NA, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to Robert D. & Cheryl A. Foust (the "Borrower", whether one or more) the sum of \$10,000.00. Such loan is evidenced by a note dated 04-03-03, 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 04/17/2003, in Record Book Inst# 20030417000233010 at Page N/A, amended in Record Book N/A at Page N/A in the public records of Shelby County, Alabama (the "AmSouth Mortgage"). Borrower has requested that lender lend to it the sum of \$53,978.00, 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. *By its acceptance of this agreement, the Borrower agrees to pay the Subordination Fee set out in the AmSouth Subordination Request Form.*

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.

State of Alabama
Shelby County


AMSOUTH BANK
By: Barbara Roper
Its Vice President
Asst. Barbara Roper

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 16 day of September 2005, within my jurisdiction, the within named Barbara Roper 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
My commission expires 1-2-07
LYNN M. MOUNTAIN
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 1-2-07

NOTARY MUST AFFIX SEAL

This Instrument Prepared by: Barbara Roper
AmSouth
P.O. Box 830721


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Order ID: 1675470

Loan No.: 0058338526

EXHIBIT A
LEGAL DESCRIPTION

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

LOT 16, ACCORDING TO SURVEY OF NAVAJO HILLS 6TH SECTOR, MAP OF WHICH IS
RECORDED IN MAP BOOK 6, PAGE 67, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA. LESS AND EXCEPT: A PART OF LOT 16 NAVAJO HILLS 6TH SECTOR, AS
RECORDED IN MAP BOOK 6, PAGE 67 IN THE OFFICE OF THE JUDGE OF PROBATE OF
SHELBY COUNTY, ALABAMA: DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST
CORNER OF SAID LOT 16; THENCE RUN WEST ALONG THE NORTH LOT LINE 15.36 FEET TO
A POINT ON THE EDGE OF A CONCRETE DRIVE; THENCE TURN RIGHT 102 DEG. 01 MIN. 21
SEC. AND RUN NORTHEAST ALONG THE EDGE OF SAID DRIVE A DISTANCE OF 15.4 FEET
TO A POINT ON THE WESTERLY RIGHT OF WAY OF CROSS PATH DRIVE; THENCE RUN
SOUTH ALONG SAID RIGHT OF WAY 3.2 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PARCEL CONVEYED TO ROBERT D. FOUST AND WIFE, CHERYL A. FOUST
FROM GEORGE J. JOHNSON AND CYNTHIA W. JOHNSON BY VIRTUE OF A DEED DATED
MAY 28, 1992 RECORDED JUNE 03, 1992 IN DEED DOCUMENT NO. 1992-10066 IN SHELBY
COUNTY, ALABAMA

APN: 138274001043000