

20051116000599950 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
11/16/2005 03:55:09PM FILED/CERT

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Aliquippa, PA 15001

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## **Subordination Agreement**

**Liber and Page of Document Being Subordinated:**

Liber 2001 at Page 38994

**Originally Dated Date of Document Being Subordination:**

09/04/2001

**Original Recorded Date of Document Being Subordinated:**

09/10/2001

**Lender(s):**

American General Finance, Inc.

**Lender(s) Address:**

2141 Roswell Road, Marietta, GA 30062

**Borrower(s):**

Robert A. Sowers and Regina L. Sowers

**Borrower's Address:**

116 Cambridge Trail, Alabaster, AL 35007

**Tax ID:**

232101004030000

**Document Prepared By:**

Steve Ritter, VP, American General Finance, Inc.



STATE OF ALABAMA  
COUNTY OF Shelby

20051116000599950 2/3 \$18.00  
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SUBORDINATION AGREEMENT

THIS AGREEMENT made and entered into this APRIL 14, 2005 by and between AMERICAN GENERAL FINANCE, INC., an Alabama corporation, hereinafter referred to as "Grantee", and ROBERT A. & REGINA L. SOWERS, hereinafter referred to as "Grantor". \* 2141 Powell Rd, Marietta GA 30062

WHEREAS, Grantee is the holder and owner of a Deed to Secure Debt from ROBERT A & REGINA L SOWERS, dated 9/04/01 filed for record 9/10/01, recorded at Deed Book 2001, PAGE 38994 Shelby County, Alabama, records, conveying property known as 116 CAMBRIDGE TRAIL, ALABASTER, AL 35007 Shelby County, ALABAMA as is more particularly described in said Deed to Secure debt, which was made to secure an indebtedness of \$30,879.00, and

nka WELLS FARGO BANK, NA  
WHEREAS Grantor has applied for a loan from WELLS FARGO MORTGAGE in the amount of \$89,435.00, to be secured by a Deed to Secure debt conveying the property described in the aforesaid Deed to Secure Debt, and WELLS FARGO MORTGAGE has declined to make such loan unless said outstanding Deed to Secure debt in favor of Grantee shall be subordinated to said new loan and the Deed to Secure debt securing same,

NOW, THEREFORE, in consideration of the sum of \$100.00 in hand paid by Grantor to Grantee, the receipt and sufficiency of which being hereby acknowledged, and in consideration of the consummation of said loan in reliance upon this instrument, Grantee does hereby subordinate all right, title and interest under said outstanding Deed to Secure debt above set forth, or otherwise in or to the property therein described, as against said loan to be made by WELLS FARGO MORTGAGE so that the Deed to Secure Debt to be executed by Grantor to WELLS FARGO MORTGAGE shall convey title to the property known as 116 CAMBRIDGE TRAIL, ALABASTER, AL 35007, as described in said outstanding Deed to Secure Debt of Grantee and superior to the indebtedness thereby secured.

This subordination agreement shall be binding upon the successors and assigns of Grantee and shall operate to the benefit of WELLS FARGO MORTGAGE its successors and assigns, and of any purchaser at any foreclosure sale under its Deed to Secure Debt.

The said outstanding Deed to Secure Debt now held by Grantee shall remain otherwise in full force and effect, the subordination herein provided being limited in application to the proposed loan herein set forth, only to the extent of the loan amount herein above set forth and to such additional advances as may be reasonably necessary for payment of hazard insurance premiums and other amounts necessary to protect WELLS FARGO MORTGAGE interest in said property. \* 2701 Wells Fargo Way, Minneapolis MN 55408

Lender agrees not to accelerate the maturity of Borrower's Note or to initiate any proceedings against Borrower to foreclose the Deed to Secure Debt from Borrower until first, giving Mortgagee a duplicate copy of notice of any default(s) required to be given Borrower under Borrower's Note, Deed to Secure Debt or other loan agreement with Lender, and second, giving Mortgagee the right to cure such default(s) within the notice period stated in such notice.

WHEREFORE the parties hereto have executed the within instrument by and through their duly authorized officers on the day and year first set forth herein above.

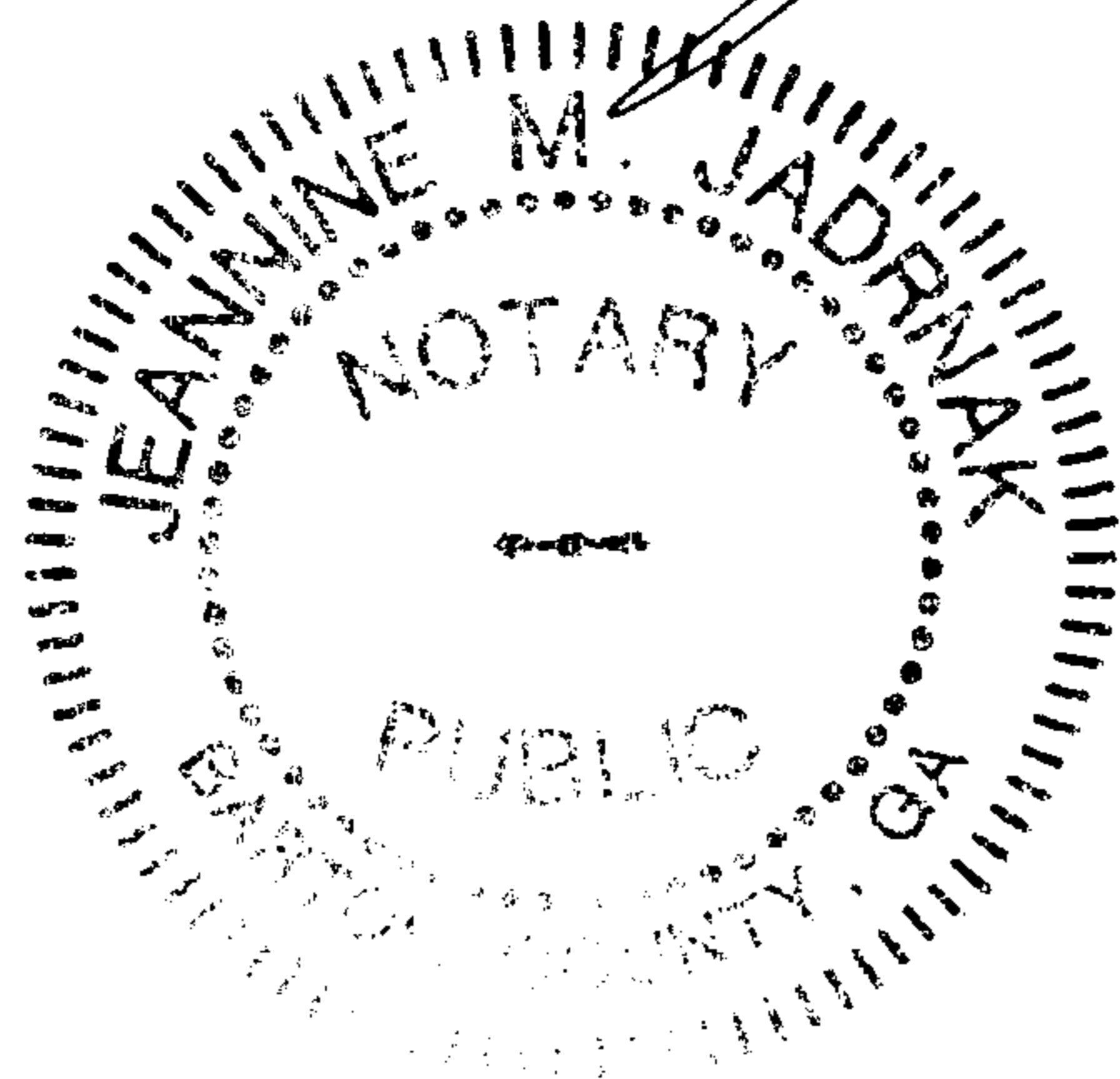
AMERICAN GENERAL FINANCE, INC.

Steve Ritter  
Vice President

Grantee

Witness

Notary Public




My Commission Expires August 11 2006

Recorded 6/7/2005  
Bk/Pg 200 5060 7000 275090



# Exhibit "A"

## Legal Description

  
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All that certain parcel of land situate in the County of Shelby, State of Alabama, being known and designated as Lot 30, according to the 2nd Phase of Cambridge Pointe, 2nd Sector, as recorded in Map Book 18 Page 24 in the Probate Office of Shelby County, Alabama.

Being the same property as conveyed from United Homebuilders, Inc. to Regina A. Sowers and Robert L. Sowers, as described in Warranty Deed in Instrument 1994-26301, Recorded 08/24/1994 in SHELBY County Records.

Tax ID: 232101004030000