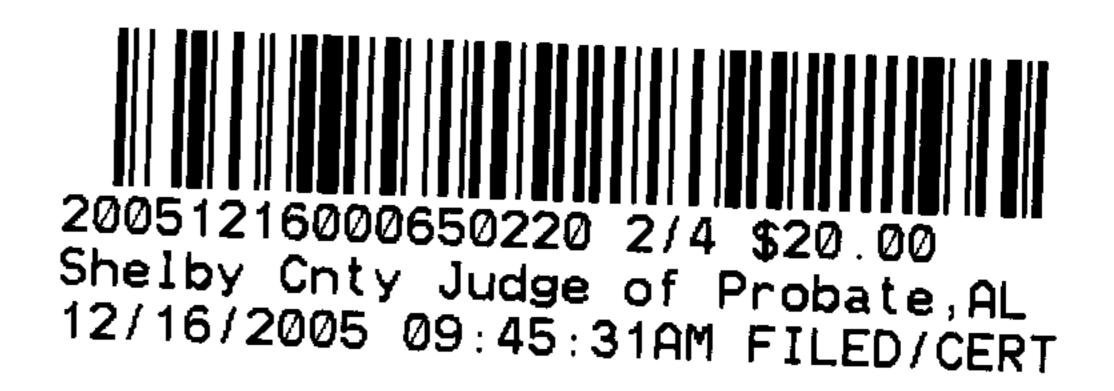


Subordination Agreement

Recording Requested by: LSI
When Recorded Mail to:
Attn: Custom Recording Solutions
2550 N. Red Hill Ave.
Santa Ana, CA 92705
800-756-3524

CRS# 1276631

APN# 58-14-3-07-1-002-026.000



Real Property Subordination Agreement

Borrower (Grantor/Mortgagor): _Donald W and	Victoria Hogue	<u> </u>	
Property Address: 105 Emerald Lake Dr Pelham	AL 35124		
Creditor: Regions Bank			
For valuable consideration, the receipt and sufficient washington Mutual, Inc.			editor and riority of their debts and security instruments
and agree as follows:	lde a Nioto(e) in the an	nount(c) of \$ 20	10 000 00 and related Mortgage or Deed of
Creditor's security interest. Creditor owns and hol		$\mathbf{HOunit(S) Or } \underline{\Phi ZC}$	book, page or instrument
Trust which was recorded on Shallbry	(date) in	Alabama	(State) and encumbering the following
#) in the books and records of Shelby	County,		(State), all present and future
described real property located in <u>Shelby</u>		Miavailia	(State), an prosent and ruture
improvements and fixtures located thereon (the "I		Δ.Δ.I. ~~/a	
REC-4/19/05 1NST# 20050419	000183720	APN: 58	-14-3-07-1-002-026.00
Lender's security interest and condition precedent.			
from the Lender to be secured by a Mortgage or I	Deed of Trust on the F	roperty from the	e Grantor/Mortgagor in favor of the Lender.
Lender is only willing to make the loan on condition	ion that Creditor's sec	curity interest de	escribed in paragraph 1 be subordinated to the
Mortgage or Deed of Trust to be executed in favo	r of the Lender Lend	er's security into	erest will also secure, without limitation, all
other sums due under the loan as amended from ti	ime to time and such	additional sums	as Lender may advance under the provisions as
to future advances, additional sums for the purpos	se of curing any of the	Rorrower's def	faults interest on principal and attorney's fees
and costs incurred by Lender in any proceedings a	arising out of or in co	nnection with th	e Lender's security interest including
proceedings to enforce or foreclose it, all as perm	itted by the terms and	Londitions of I	ender's Mortgage or Deed of Trust
proceedings to emorce of forecrose it, an as perm	utted by the terms and	i Conditions of L	chaci siviorizaço or Doca or Trast.
	itar agreed that its sec	urity interest and	d all of the Creditor's rights thereunder shall at
Subordination of Creditor's security interest. Credi	noi agrees mai no sec	utilly tilletest air	to in the Droperty including any extensions
all times be inferior and subordinate to the Lender			
renewals or modifications, up to a maximum of \$	154, / 12.00	, plus inte	rest.
To the second of	munitus intendete helene	ing to Craditor a	and I ander in the Droperty will be governed by
Priority of security interest. The priority of the sec	bish the second to inter	acts record areator	d or norfooted by recording in the enpropriete
this Agreement and not by the time or order in wl	nich the security inter	esis were create	a or perfected, by recording in the appropriate
public office, or otherwise.			
Waiver of limitations. Creditor waives any obligat	ion of I ander to prov	ide Creditor wit	h notice of any or all amendments extensions
or renewals of the loan, additional advances or loans.	and notice of default	notice of accele	aration of debt notice of demand for navment or
or renewals of the loan, additional advances of for	ans, nouce of uctaunt,	rehal any collate	aral. In addition. I ender may take or refrain
notice of repossession and the right of Creditor to	to molting additional	u Suar any Conac	and with recoect to Borrower, any marantor or
from taking any action (including but not limited	to, making additional	auvances or not	ans) with respect to borrower, any guarantor, or a set that and are a ment
any collateral without notice to or the consent of	me Creamor and Willie	out ancoming any	y of the Lender 5 fights under this agreement.
Documentation and non-interference. Creditor will	l not prevent, hinder o	or delay Lender	from enforcing its security interest. Creditor will

execute and deliver to Lender such additional documents and other instruments, as the Lender may deem necessary to carry out this Agreement.

Termination. This Agreement will remain in full force and effect now and forever, despite the commencement of any federal or state bankruptcy, insolvency, receivership, liquidation or reorganization proceeding.

Effect on Borrower and third parties. This Agreement will not affect the enforceability and priority of Creditor's and Lender's security interests in the Property and the rights against the Borrower, Grantor/Mortgagor, or any third party except as set forth herein.

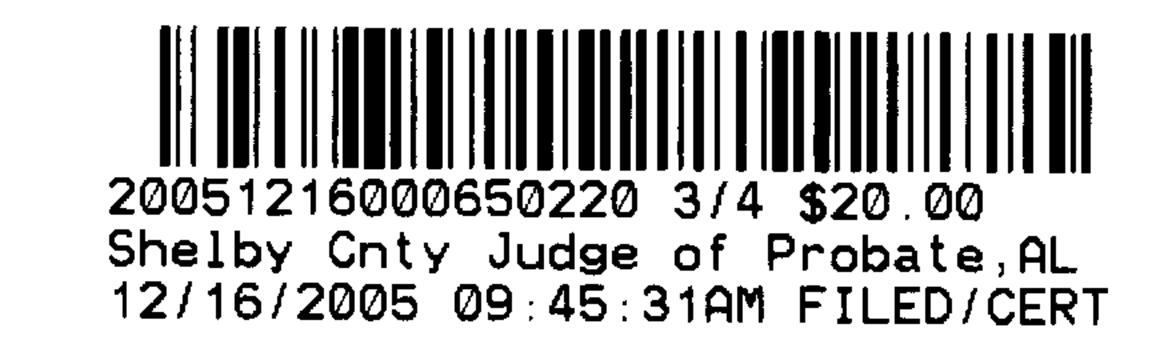
Representations and warranties. Credit represents and warrants to Lender that:

- a. Creditor has not assigned any of its rights or interest on the Property prior to the execution of this Agreement. Creditor shall not assign or transfer to others any claim that the Creditor has or may have in the Property while any indebtedness of Borrower to Lender remains unpaid without the express consent of the Lender;
- b. Creditor has obtained all consents and approvals needed to execute and perform its obligations under this Agreement;
- c. Creditor's execution and performance of its obligations under this Agreement will not violate any court order, administrative order or ruling, or agreement binding upon Creditor in any manner and;
- d. Creditor has conducted an independent investigation of Borrowers business affairs and was not induced to lend money or extend other financial accommodations to Borrower or execute this Agreement by any oral or written representation by Lender.

Assignment. Lender shall be entitled to assign its security interest and its rights and remedies described in this Agreement without notice to the Creditor.

Successors or Assigns. This Agreement shall be binding upon and inure to the benefit of Creditor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

Severability. Whenever possible, each provision of this Agreement shall be interpreted to be valid and enforceable under applicable state law. If any provision in this Agreement violates the law or is unenforceable, the rest of this Agreement shall remain valid. LPAL517



Notice. Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses described in this Agreement or such other address as the parties may designate in writing from time to time.

Applicable law. This agreement shall be governed by the laws of the state in which the property is located. Creditor consents to the jurisdiction of any court located in the state in which the property is located in the event of any legal proceedings under this Agreement.

Attorney's fees. Lender will be entitled to collect its reasonable attorney's fees, legal expenses, and other costs in the event of any litigation pertaining to this Agreement.

Joint and several. If there is more than one Creditor, their obligations shall be joint and several under this Agreement. Wherever the context requires, the singular form of any word shall include the plural.

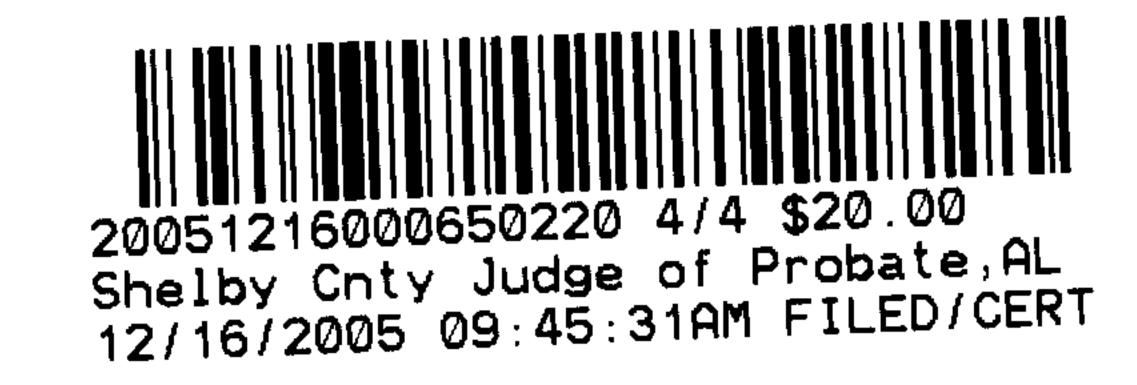
Integration. This Agreement and any related documents represent the complete and integrated understanding between Creditor and Lender pertaining to the terms and conditions of this Agreement.

Waiver of jury trial. Lender and Creditor hereby waive any right to trial by jury in any action arising out of, or based upon, this Agreement.

Lender and Creditor acknowledge that they have read, understand, and agree to the terms and conditions of this Agreement.

Dated: 2-32-200	<u>55</u>			
Creditor: Regions Title: Authorites	chast UP.			
Concorts S Lender	1. /CBACH			
Title:				
State of <u>Alabama</u>				
County of <u>Jefferson</u>				
informed of the contents of t	the instrument, they/he/she exemple and and official seal this (Seal)	cuted the same voluntarily day of <u>Februses</u>	on the day the same bears of	
State ofCounty of			MY COMMISSION EXPIRES MARCH 3	30, 2008
Whose name(s) is/are signed informed of the contents of t	a Notary Public in and for said to the foregoing instrument at the instrument, they/he/she exend and official seal this	nd who is/are known to me	e, acknowledged before me d	· · · · · · · · · · · · · · · · · · ·
	(Seal)	Notary Public		

LPAL517B



Order ID1649557

Loan Number: 0060695046

EXHIBIT A LEGAL DESCRIPTION

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

LOT 29, ACCORDING TO THE AMENDED PLAT OF EMERALD LAKE, PLAT NO. 1, RECORDED IN MAP BOOK 19, PAGE 73, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PARCEL CONVEYED TO DONALD W. HOGUE AND VICTORIA HOGUE FROM WILLIAM C. CUMMINS AND LESLIE HAYS CUMMINS, AND FRANK R. HAYS BY VIRTUE OF A DEED DATED MARCH 07, 2000 RECORDED OCTOBER 23, 2000 IN DEED DOCUMENT NO. 2000-36705 IN SHELBY COUNTY, ALABAMA

APN: 14-3-07-1-002-026.000