

20060104000006810 1/6 \$26.00
Shelby Cnty Judge of Probate, AL
01/04/2006 03:08:40PM FILED/CERT

Recording Requested by: LSI
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Custom Recording Solutions
2550 N. Red Hill Ave.
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SUBORDINATION AGREEMENT

Recording requested by: LSI
When recorded return to:
Custom Recording Solutions
2550 N. Redhill Ave.
Santa Ana, CA. 92705
800-756-3524 ext. 5011

1088783

AND WHEN RECORDED MAIL TO

NAME Fidelity National Lenders Solution
ADDRESS 2550 North Redhill Ave.
CITY Santa Ana
STATE & ZIP CA 92705

SUBORDINATION AGREEMENT

New Loan #: 0619695372

This Subordination Agreement is dated for reference 01/26/2005 and is between

COMPASS BANK whose

principal address is 401 W. VALLEY AVE, HOMEWOOD, AL 35209

(called "Junior Lender") and

New Senior Lender's

Name : WASHINGTON MUTUAL BANK, FA

Senior Lender's

Address : 75 NORTH FAIRWAY DRIVE VERNON HILLS, IL - 60061

(called "New Senior Lender")

RECITALS

A. Junior Lender is the vested holder and owner of the following described promissory note (the "Note") secured by a mortgage or deed of trust (the "Security Instrument"):

Date of Note and Security Instrument : 05/14/2001

Borrower(s) Name(s) ("Borrowers") : ALFRED L HESTER, JR

Property Address : 100 SHEFFIELD LN BIRMINGHAM, AL 35242-6893

Legal Description of real property secured by Security Instrument ("Property") :

Recording Date 06/22/2001 County : SHELBY Amount : \$25,000.00

Recording Number : 2001-25754 Book : _____ Page : _____

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage loan on the Property with a new first priority mortgage loan secured by the Property from New

Senior Lender in the original principal sum of \$ 229776.00 Date : 12-24-04
(the "New Senior Security Instrument").

New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest lien/security in the Property to the new interest of New Senior Lender .

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

1.Subordination to New Senior Security Instrument.

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Mortgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions of the New Senior Security Instrument and the terms of the obligations it secures.

2.No Subordination to Other Matters.

Junior Lender is subordinating its lien/security interest to the New Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

3.No Waiver of Notice.

By subordinating its lien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lienholders and mortgagees.

4.Successors and Assigns.

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

5.Governing Law.

This Agreement shall be governed by the law of the State where the Property is located.

6.Reliance.

This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

7.Entire Agreement; Amendments.

This Agreement represents the entire and complete agreement between Junior Lender and Senior Lender. Any waiver, modification or novation of this Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

8.Acceptance.

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.





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NEW SENIOR LENDER WASHINGTON MUTUAL BANK, FA

JUNIOR LENDER : COMPASS BANK

BY :

BY :

M. D. Penner Vice President

M. D. Penner

STATE OF Alabama

COUNTY OF Jefferson

On Feb. 15, 2005 before

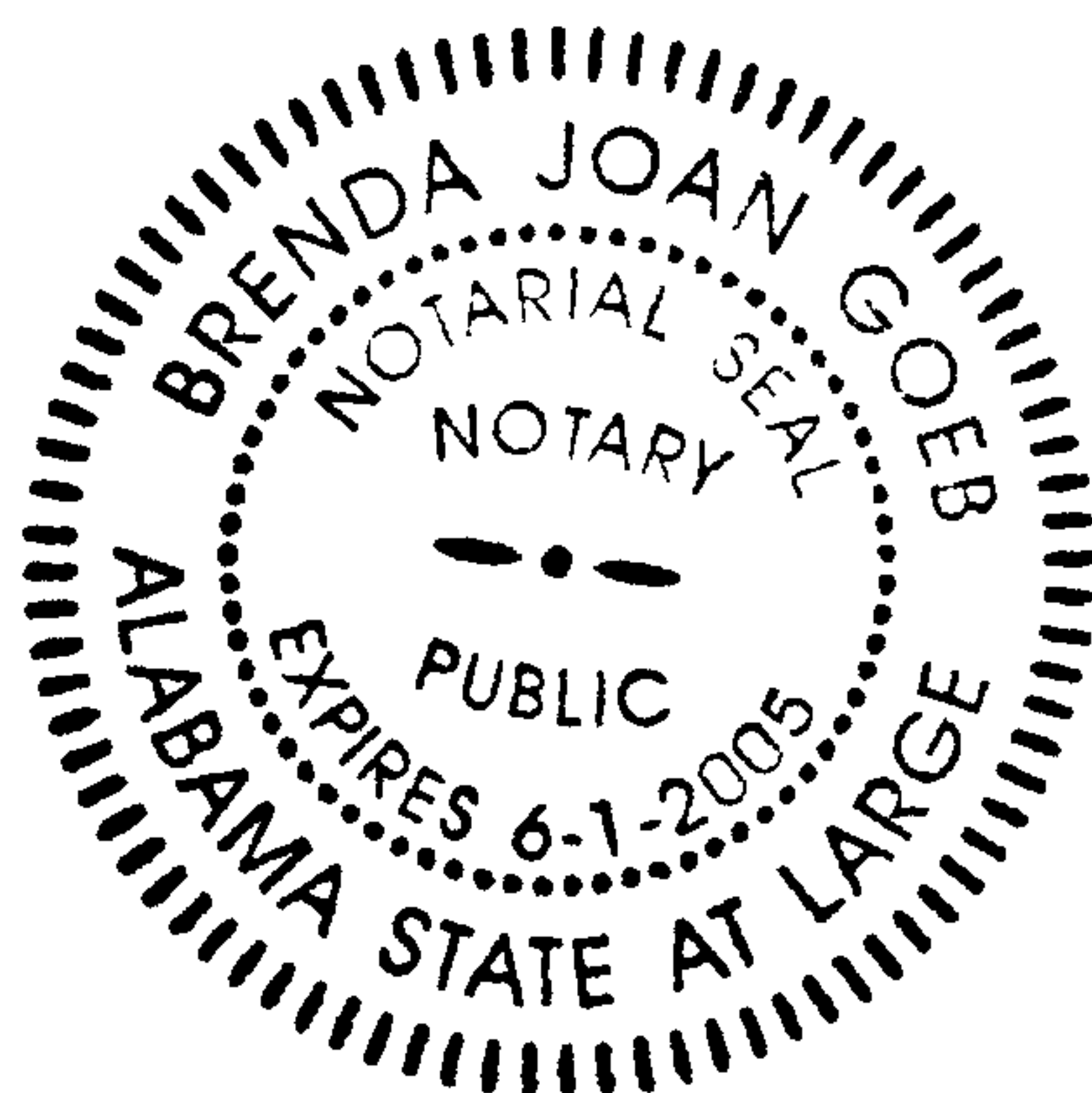
Me, Brenda Joan Goeb

Personally Appeared M.D. Peacock, V.P.

Personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Brenda Joan Goeb Signature of Notary Public
Brenda Joan Goeb



(This area for notarial seal)



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Order ID1626921

Loan Number : 908-0619695372

EXHIBIT A LEGAL DESCRIPTION

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

LOT 1516, ACCORDING TO THE MAP OF HIGHLAND LAKES, 15TH SECTOR, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 23, PAGE 133, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAY, COMMON AREA ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, RECORDED AS INSTRUMENT 1994/07111 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 15TH SECTOR, RECORDED AS INSTRUMENT 1998/12384, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER, COLLECTIVELY REFERRED TO AS "DECLARATION").

BEING THE SAME PARCEL CONVEYED TO ALFRED L. HESTER, JR. FROM SUSANNE F. HESTER BY VIRTUE OF A DEED DATED FEBRUARY 19, 2001 RECORDED FEBRUARY 27, 2001 IN DEED DOCUMENT NO. 2001-06594 IN SHELBY COUNTY, ALABAMA

APN: 092090004016000