

STATE OF ALABAMA
Shelby COUNTY

20060215000075330 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
02/15/2006 10:43:08AM FILED/CERT

MORTGAGE SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this 3rd day of February, 2006 by and between Aliant Bank, a corporation, with a place of business at 1100 Corporate Parkway, Birmingham, Alabama 35242 ("Subordinating Lender") and MortgageAmerica, Inc., a corporation, with a place of business at 1800 International Park Drive, Suite 100, Birmingham, Alabama, 35243 ("Lender").

WHEREAS, Donald J. Hecklinski and Donna M. Hecklinski, Husband and Wife ("Borrower/s") executed and delivered to Subordinating Lender a mortgage in the sum of One Hundred Forty Thousand and NO/100 dollars (\$140,000.00) dated November 13, 2001, and recorded in RLPY/Roll 2001, at Page/Frame/Card 50203 under instrument #2001-50203 in the Office of the Judge of Probate of Shelby County, Alabama, which mortgage is a lien on the following described property:

Legal Description: Lot 2432, according to the Survey of Riverchase Country Club 24th Addition, as recorded in Map Book 10, Page 64, in the Probate Office of Shelby County, Alabama; situated in Shelby County, Alabama.

WHEREAS, the Borrower executed and delivered to Lender a mortgage in the sum of One Hundred Eighty Eight Thousand Five Hundred and NO/100 dollars (\$188,500.00), which mortgage is a lien on the same above-referenced property in the records of Shelby County:

WHEREAS, Lender has required that as a condition of its loan to Borrower that the lien of the mortgage executed by Borrower to the Subordinating Lender be subordinated to the lien of the mortgage executed by Borrower to Lender, to which Subordinating Lender has agreed under the conditions provided herein.

NOW THEREFORE, intending to be legally bound hereby, the undersigned agrees as follows:

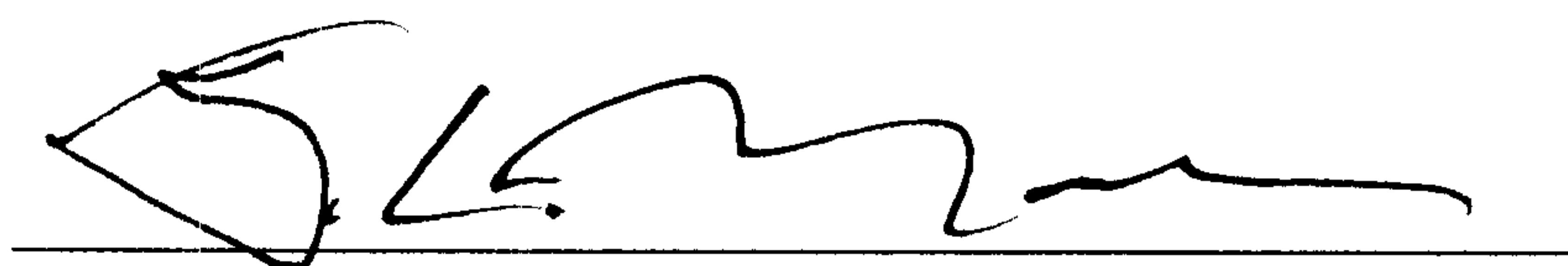
1. That the lien of mortgage executed by the Borrower to Subordinating Lender shall be subordinated to the lien of the mortgage executed by the Borrower to Lender provided that the lien of the mortgage to Subordinating Lender shall be subordinated to the lien of the mortgage to Lender only to the extent that the lien of the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.
2. That the mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated both in lien and in payment to the mortgage executed by the Borrower to Lender to the extent that the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.

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3. That to the extent that the mortgage of Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property, the lien of the mortgage executed by Borrower to Lender shall not be affected or impaired by the judicial sale under a judgment recovered under the mortgage made by the said Borrower to Subordinating Lender, but any such sale shall be subject to the lien of the said mortgage executed by the Borrower to Lender as well as any judgment obtained upon the bond or note secured thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of the date first above written.

ALIAN BANK



By: David A. Mason

Its: Vice President

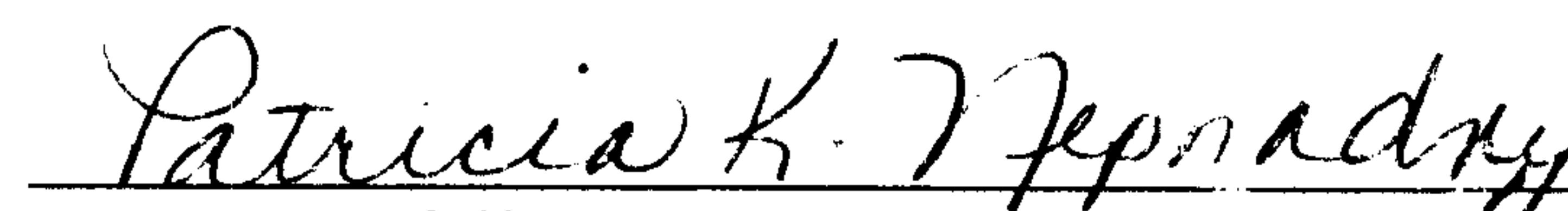
NOTARY

STATE OF ALABAMA

Shelby COUNTY

I, the undersigned, a notary public in and for said state and county, hereby certify that David A. Mason, whose name as Vice President of Aliant Bank, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this date that the statements and representations made therein are true, and being informed of the contents of the foregoing agreement, and in his capacity as aforesaid, he executed the same voluntarily on behalf of said company.

Dated this 3 day of February, 2006.


Notary Public
My Commission Expires: _____

NOTARY PUBLIC OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: **July 23, 2007**
BONDED BY NOTARY PUBLIC UNDERWRITERS