

20060309000110950 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
03/09/2006 10:40:47AM FILED/CERT

Order 36002857H

Subordination Agreement

Customer Name: JAMES A. SRYGLEY AND JENNY SRYGLEY
Customer Account: 01-6000005124

THIS AGREEMENT is made and entered into on this 12 day of JANUARY 2006, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of WASHINGTON MUTUAL BANK, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to JAMES A. SRYGLEY AND JENNY SRYGLEY (the "Borrower", whether one or more) the sum of \$10,320.94. Such loan is evidenced by a note dated 12-06-00, 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 12/12/2000, in Record Book 2000 at Page 42823, amended in Record Book 0 at Page 0 in the public records of SHELBY COUNTY, ALABAMA (the "AmSouth Mortgage"). Borrower has requested that lender lend to it the sum of \$69,470.00, 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.*

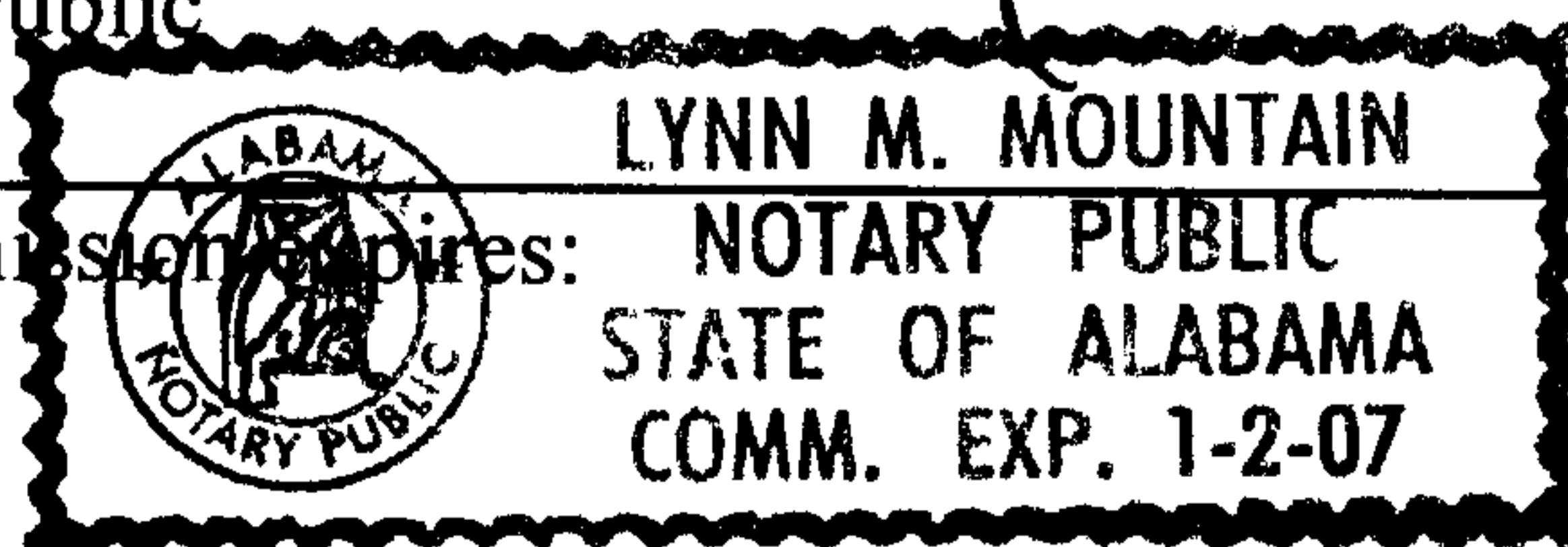
IN WITNESS WHEREOF, AmSouth has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

Prior recording: 1/23/2006
Dist 20061230003-150
State of Alabama
Shelby County

AMSOUTH BANK
By: B. Roper
Its Vice President
Ast.

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 12 day of JANUARY 2006, within my jurisdiction, the within named B. 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



NOTARY MUST AFFIX SEAL
This Instrument Prepared by:
BONNIE SIMPSON
AMSOUTH
P.O. Box 830721
Birmingham, AL 35283



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Exhibit "A"

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA: FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 - NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA, PROCEED SOUTH 88 DEGREES 35 MINUTES 06 SECONDS WEST ALONG THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4 - NORTHEAST 1/4 FOR A DISTANCE OF 27.50 FEET TO A POINT ON THE WEST RIGHT OF WAY BOUNDARY OF COUNTY HIGHWAY NO. 473, SAID POINT BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE FROM SAID POINT OF BEGINNING AND LEAVING SAID RIGHT OF WAY BOUNDARY, CONTINUE ALONG THE AFOREMENTIONED COURSE SOUTH 88 DEGREES 35 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 313.13 FEET; THENCE PROCEED NORTH 2 DEGREES 20 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 208.75 FEET; THENCE PROCEED NORTH 88 DEGREES 35 MINUTES 06 SECONDS EAST PARALLEL TO THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4 - NORTHEAST 1/4 FOR A DISTANCE OF 313.13 FEET TO A POINT ON THE WEST RIGHT OF WAY BOUNDARY OF SAID COUNTY HIGHWAY NO. 473; THENCE PROCEED SOUTH 2 DEGREES 20 MINUTES 03 SECONDS EAST ALONG SAID HIGHWAY BOUNDARY AND PARALLEL TO THE WEST BOUNDARY OF HEREIN DESCRIBED PARCEL OF LAND FOR A DISTANCE OF 206.75 FEET BACK TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND. THE ABOVE DESCRIBED PARCEL OF LAND IS LOCATED IN THE SOUTHEAST CORNER OF THE SOUTH ONE-HALF OF THE SOUTHWEST 1/4 - NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA.

APN# 07-6-24-0-001-007-001