20060309000111450 1/1 $12.00
Shelby Cnty Judge of Probate,AL
03/09/2006 01:17:59PM FILED/CERT

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of February, 2006 by Wachovia Bank, NA (hereinafter referred to as "Wachovia") in favor of HMSV-USB Lending, LLCdba MortgageSouth a Partnership, its successors and assigns, as their interest may appear(hereinafter referred to as "Lender").

RECITALS

Wachovia (formerly known as SouthTrust) loaned to Donald Stump and Amy C. Stump (the "Borrower", whether one or more) the sum of $35,000.00. Such loan is evidenced by a note dated 10/31/03, executed by Borrower in favor of SouthTrust, which note is secured by a mortgage, deed of trust, security deed to secure debt, or other security agreement recorded 10/31/03 in Instrument #20031110000746000, thereafter assigned to SouthTrust Bank in Instrument #20040121000035630 of the Probate Records of Shelby County, Alabama (the "SouthTrust Mortgage"). Borrower has requested that lender lend to it the sum of $293,000.00, which loan will be evidenced by a promissory note in such amount dated, 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 Wachovia 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, Wachovia 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 Wachovia Bank, NA 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 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.

IN WITNESS WHEREOF, Wachovia Bank, NA has caused this instrument to be executed by its duly authorized office of the day and date set forth above.

Wachovia Bank, NA

By: Kelley Cahoon
KELLEY CAHOON
ASST. VICE PRESIDENT

State of ~~Alabama~~ Virginia
County of Roanoke

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 16th day of February, 2006, within my jurisdiction, the within named Kelley Cahoon who acknowledged that he is Asst. Vice President of Wachovia Bank, NA, and that for and on behalf of the said Wachovia Bank, NA, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by Wachovia Bank, NA so to do.

Angela S. Brown
Notary Public
My commission expires:_____

This instrument prepared by:
R. Timothy Estes
Estes, Sanders & Williams, LLC
3800 Colonnade Parkway Suite 330
Birmingham, Alabama 35243

OFFICIAL SEAL
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
My Commission Expires
June 30, 2010