



20060417000177970 1/5 \$23.00  
Shelby Cnty Judge of Probate, AL  
04/17/2006 12:59:32PM FILED/CERT

~~RECORDING REQUESTED BY:~~  
FIRST AMERICAN LENDERS  
ADVANTAGE

~~PREPARED BY AND WHEN~~  
~~RECORDED MAIL TO:~~  
FIRST AMERICAN TITLE  
1801 LAKEPOINTE DR, STE 111  
LEWISVILLE TX 75057

A.P.N: 353070001003000  
File No: 3625280 *MD*

Requested by and  
Return to:  
Recording Department  
First American Lenders Advantage  
1801 Lakepointe Drive, Suite 111  
Lewisville, TX 75057  
(469) 322-2500

**SUBORDINATION AGREEMENT**  
(Existing to New)

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR  
SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND  
OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER  
SECURITY INSTRUMENT.**

THIS AGREEMENT, made this 31<sup>st</sup> day of JANUARY, <sup>2006</sup>~~2005~~, by

JIMMY W. HOLSOMBACK AND DINA P. HOLSOMBACK  
Owner of land hereinafter described and hereinafter referred to as "Owner", and  
WACHOVIA BANK, N.A.

Present Owner and Holder of the Mortgage and Note first hereinafter described and  
hereinafter referred to as "Beneficiary"

*prior recording: 2/13/2006 Just 20060213000070810*

**WITNESSETH**

THAT WHEREAS JIMMY W. HOLSOMBACK AND DINA P. HOLSOMBACK has  
executed a Mortgage dated 03/15/02 to WACHOVIA BANK, N.A., covering:

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA: COMMENCE AT THE  
NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7,  
TOWNSHIP 24 NORTH, RANGE 13 EAST, SHELBY COUNTY, ALABAMA; THENCE SOUTH 89  
DEGREES 41 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 1333.74 FEET TO THE POINT  
OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE A DISTANCE  
OF 1306.60 FEET; THENCE SOUTH 06 DEGREES 39 MINUTES EAST A DISTANCE OF 664.82;  
THENCE SOUTH 89 DEGREES 59 MINUTES 3 SECONDS EAST A DISTANCE OF 1020.28 FEET;  
THENCE NORTH 10 DEGREES 4 MINUTES 37 SECONDS EAST A DISTANCE OF 315.00 FEET;  
THENCE NORTH 59 DEGREES 4 MINUTES 45 SECONDS EAST A DISTANCE OF 210.00 FEET TO



THE WESTERLY RIGHT OF WAY OF SHELBY COUNTY HIGHWAY 89, ALSO A POINT ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07 DEGREES 21 MINUTES 20 SECONDS AND A RADIUS OF 2799.77 FEET, SAID CURVE SUBTEDED BY A CHORD BEARING NORTH 3 DEGREES 10 MINUTES 43 SECONDS EAST AND A CHORD DISTANCE OF 359.19 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY A DISTANCE OF 359.43 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE MAY 30, 2001 SURVEY BY RODNEY SHIBLETT, AL. REG. NO. 21784.

To secure Note in the Sum of \$20,000.00 dated 03/15/02, in favor of WACHOVIA BANK, N.A., which Mortgage was recorded 04/08/02 in Docket/Book 2002, Page 16128, or Instrument No. N/A, of said County; and

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$95,574.00 (**NOT TO EXCEED THIS AMOUNT**), dated 01/18/06, in favor of WASHINGTON MUTUAL BANK, F.A., hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Mortgage first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Mortgage first above mentioned and provided that the Beneficiary will specifically and unconditionally subordinate the lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Mortgage above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- 1) That said Mortgage securing said note in favor of Lender, and renewals or extensions thereof, shall unconditionally be and remain at all times a lien prior charge on the property therein described, prior and superior to the lien or charge of the Mortgage first above mentioned.
- 2) That Lender would not make its loan above described without this subordination agreement.
- 3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage in favor of lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Mortgage hereinbefore specifically described any prior agreement as to such subordination including, but not limited to, these provisions, if any, contained in



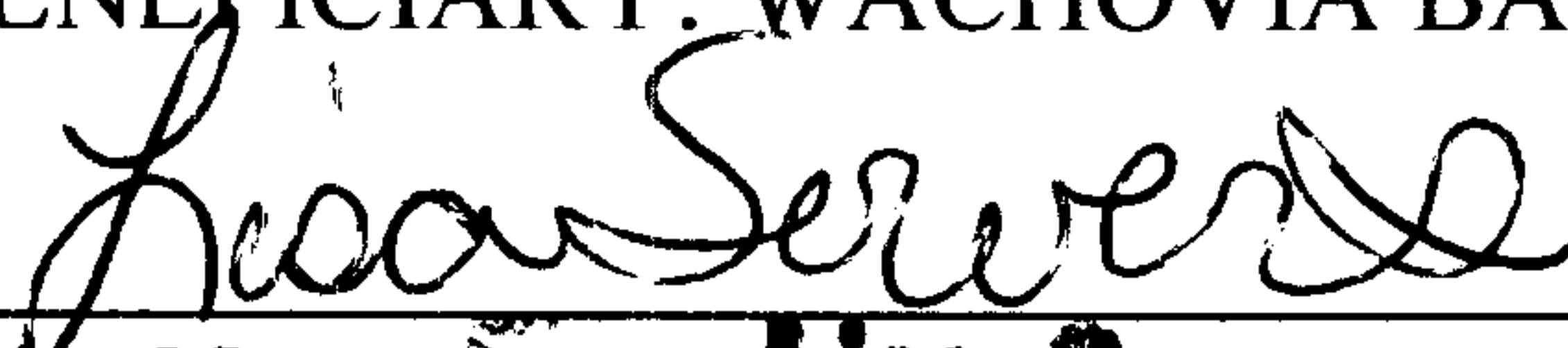
the Mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deed of trust or to another mortgage or mortgages.

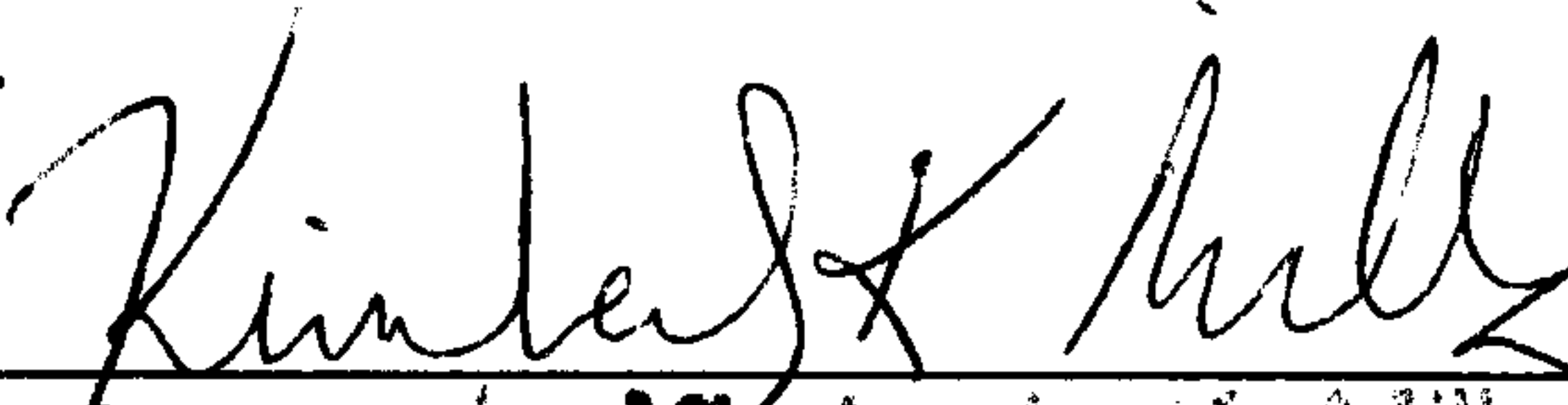
Beneficiary declares, agrees, and acknowledges that

1. He consents to and approves (i.) all provisions of the note and Mortgage in favor of Lender above referred to, and (ii.) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's Loan;
2. Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made or in part;
3. He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Mortgage first above mentioned in favor of the lien or charge upon said land of the Mortgage in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver and relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
4. An endorsement has been placed upon the note secured by Mortgage first above mentioned that said Mortgage has by this instrument been subordinated to the lien or charge of the Mortgage in favor of Lender referred to

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN THE IMPROVEMENT OF THE LAND.**

BENEFICIARY: WACHOVIA BANK, N.A.

  
Print Name: Lisa Sowers  
Title: Asst. Vice President

  
Print Name: Kimberly K. Mills  
Title: Asst. Vice President





(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS  
SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR  
ATTORNEYS

WITH RESPECT THERETO

(CLTA SUBORDINATION FORM "A")

STATE OF Virginia )SS

COUNTY OF Roanoke )

On January 31, 2006, before me, Julia Hill  
personally appeared

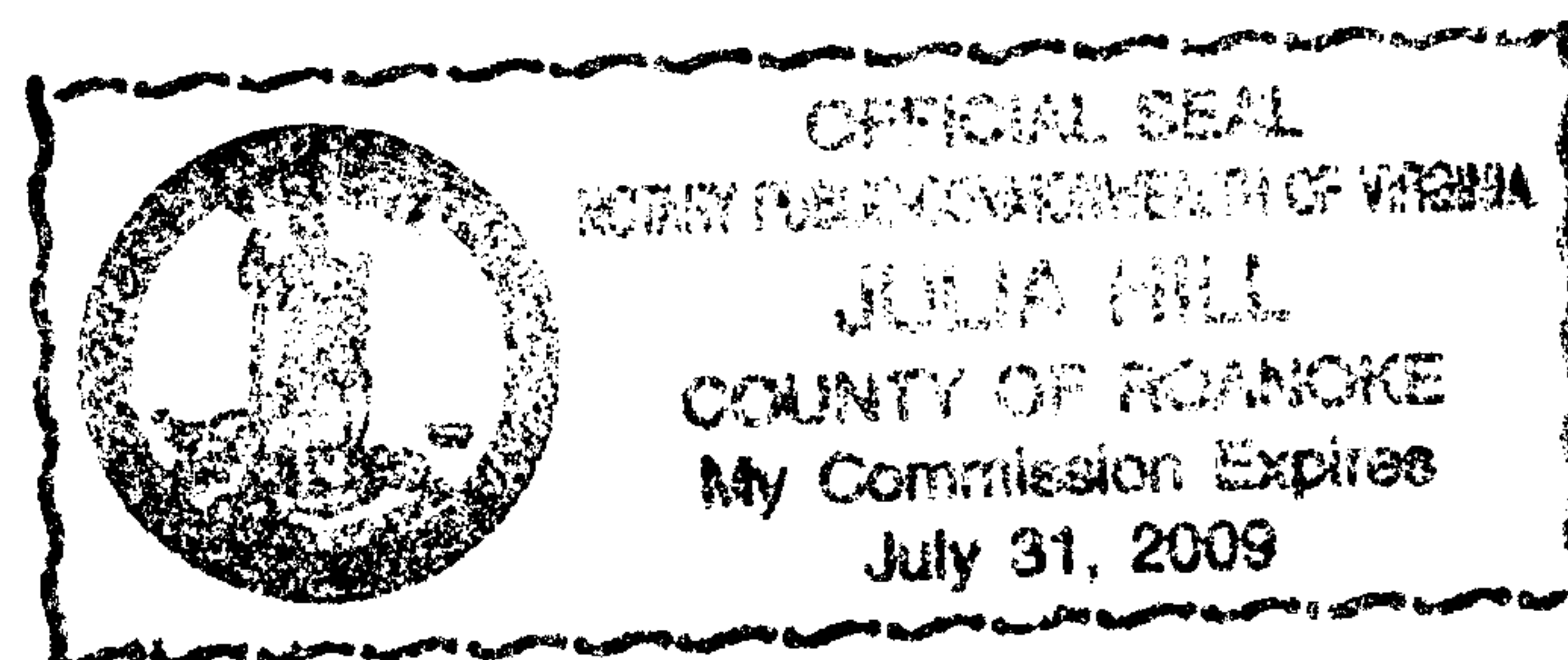
Lisa Sowels, Kimberly IC Mills, person  
ally known to me (or proved to me on the basis of satisfactory evidence) to the person(s)  
whose name(s) is /are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies) and that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

WITNESS my hand and official seal.

Signature Julia Hill

My Commission Expires: \_\_\_\_\_

This area for official notarial seal.





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**Exhibit "A"**

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA: COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 13 EAST, SHELBY COUNTY, ALABAMA; THENCE SOUTH 89 DEGREES 41 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 1333.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 1306.60 FEET; THENCE SOUTH 06 DEGREES 39 MINUTES EAST A DISTANCE OF 664.82; THENCE SOUTH 89 DEGREES 59 MINUTES 3 SECONDS EAST A DISTANCE OF 1020.28 FEET; THENCE NORTH 10 DEGREES 4 MINUTES 37 SECONDS EAST A DISTANCE OF 315.00 FEET; THENCE NORTH 59 DEGREES 4 MINUTES 45 SECONDS EAST A DISTANCE OF 210.00 FEET TO THE WESTERLY RIGHT OF WAY OF SHELBY COUNTY HIGHWAY 89, ALSO A POINT ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07 DEGREES 21 MINUTES 20 SECONDS AND A RADIUS OF 2799.77 FEET, SAID CURVE SUBTENDED BY A CHORD BEARING NORTH 3 DEGREES 10 MINUTES 43 SECONDS EAST AND A CHORD DISTANCE OF 359.19 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY A DISTANCE OF 359.43 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE MAY 30, 2001 SURVEY BY RODNEY SHIBLETT, AL. REG. NO. 21784.

APN# 353070001003000