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2550 North Redhill Ave.

Santa Ana, CA 92705

800-756-3524 Ext. 5011 **2522733**

SUBORDINATION AGREEMENT

APN: 283070000018000 New Loan #: 6088974065

This Subordination Agreement is dated for reference 07/26/2006 and is between

AMERICAN EXPRESS CENTUNION BANK whose

principal address is 2730 LIBERTY AVENUE, PITTSBURGH PA 15222,

(called "Junior Lender") and

New Senior Lender's

Name : BANK OF AMERICA , N.A.

Senior Lender's

Address : 9000 SOUTHSIDE BLVD BLDG 700 JACKSONVILLE, FL - 32256

(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 : 05/07/2002

Borrower(s) Name(s) ("Borrowers") : SHIRLEY F JACKSON AND JESSE J JACKSON , **MARRIED**

Property Address : 130 PLATEAU RD MONTEVALLO, AL 35115

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

Recording Date 06/02/2002 County : SHELBY Amount : \$42,700.00

Recording Number : 2006020002000362 Book : **N/A** Page : **N/A**

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 \$ 96692.00 Date : **7/7/06**

(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.



20060816000400040 3/5 \$23.00
Shelby Cnty Judge of Probate, AL
08/16/2006 12:13:41PM FILED/CERT

JUNIOR LENDER : AMERICAN EXPRESS CENTUNION BANK

BY :

Cynthia J. Donahue

NAME :

Cynthia J. Donahue

TITLE :

Vice PResident ; AMERICAN EXPRESS CENTUNION BANK

STATE OF Pennsylvania

COUNTY OF Allegheny

20060816000400040 4/5 \$23.00
Shelby Cnty Judge of Probate, AL
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On August 2nd 2006 before

Me, Heather M Bowers

Personally Appeared Cynthia J. Donahue, Vice President

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.

Heather M Bowers Signature of Notary Public
HEATHER M. BOWERS

(This area for notarial seal)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Heather M. Bowers, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires July 18, 2007
Member, Pennsylvania Association Of Notaries



20060816000400040 5/5 \$23.00
Shelby Cnty Judge of Probate, AL
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Order ID: 2522733

Loan No.: 6088974065

EXHIBIT A LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN SHELBY COUNTY, ALABAMA:

A PARCEL OF LAND, A PART OF WHICH IS SITUATED IN THE SE 1/4 OF THE NW 1/4 AND A PART IN THE SW 1/4 OF THE NE 1/4, ALL IN SECTION 7, TOWNSHIP 22 SOUTH, RANGE 2 WEST, AND MORE EXACTLY DESCRIBED AS FOLLOWS:

BEING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 7 AND GO NORTHWARD ALONG THE WEST SIDE OF SAID QUARTER SECTION 144.75 FEET TO AN INTERSECTION WITH A CURVED PORTION OF THE NW BORDER OF A PUBLIC ROAD, SAID CURVED BORDER BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 199.85 FEET AND A CENTRAL ANGLE OF 30 DEGREES 48 MINUTES AND BEING SUBTENDED BY A CHORD HAVING A LENGTH OF 106.14 FEET AND SAID CHORD FORMING AN ANGLE OF 28 DEGREES 03 MINUTES TO THE RIGHT FROM THE WEST SIDE OF SAID QUARTER SECTION; THENCE ALONG THIS CURVE IN A SOUTHWEST DIRECTION 1.56 FEET TO THE BEGINNING OF A STRAIGHT LINE BORDER OF SAID PUBLIC ROAD, MAKING AN ANGLE OF 15 DEGREES 26 MINUTES TO THE RIGHT FROM SAID CHORD; THENCE ALONG THIS BORDER 70.8 FEET; THENCE AT AN ANGLE OF 100 DEGREES 35 MINUTES TO THE RIGHT 610.99 FEET; THENCE AT AN ANGLE OF 98 DEGREES 50 MINUTES TO THE RIGHT 330.87 FEET TO THE SOUTHWEST BORDER OF A PUBLIC ROAD; THENCE AT AN ANGLE OF 81 DEGREES 10 MINUTES TO THE RIGHT AND ALONG THE SOUTHWEST BORDER OF THIS ROAD 205.92 FEET TO THE BEGINNING OF A CURVED PORTION OF THIS BORDER, SAID CURVE BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 435.3 FEET, A CENTRAL ANGLE OF 17 DEGREES 30 MINUTES AND BEING SUBTENDED BY A CHORD 132.33 FEET IN LENGTH AND TURNING TO THE LEFT; THENCE ALONG THIS CURVE 132.82 FEET TO THE NORTHWEST INTERSECTION WITH ANOTHER ROAD; THENCE AT AN ANGLE OF 57 DEGREES 22 MINUTES TO THE RIGHT FROM PREVIOUS CHORD 250.05 FEET TO THE BEGINNING OF THE FIRST MENTIONED CURVED BOUNDARY, THENCE ALONG THIS CURVE 105.87 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET, WITHOUT RIGHTS OF SURFACE ENTRY, AS RESERVED IN INSTRUMENT OF RECORD.

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