

Loan 1044345816

20060928000483330 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
09/28/2006 03:50:59PM FILED/CERT

SUBORDINATION AGREEMENT

THIS AGREEMENT (the "Agreement"), is made this **15th** day of **September 2006** by and between **First Franklin Financial Corporation**, a division of **National City Bank of Ohio** and **CitiMortgage Inc., It's Successors and/or Assigns**, as their interest may appear (the "Lender") with regard to certain financial obligations of **Jonas Mwakajumba and Marcelina Mwakajumba** (The "Borrower") whether one or more.

WHEREAS, **First Franklin Financial Corporation**, is the holder of a Mortgage/Deed of Trust from the Borrower encumbering property known as **618 9th Street SW, Alabaster AL 35007**, dated **August 23, 2004** and recorded **September 1, 2004**, in **Instrument 20040901000490500** in the **Probate Office of Shelby County, Alabama**, securing an obligation in the amount of **Twenty Three Thousand Eight Hundred and 00/100 (\$23,800.00)**.

WHEREAS, Borrower has requested a loan from Lender in the maximum principal amount of **Ninety Eight Thousand and 00/100 Dollars (\$98,000.00)**, or renewed from time to time, and to be secured by a mortgage/deed of trust encumbering said Property, of even date therewith from the Borrower to the Lender (the "Mortgage").

WHEREAS, as a condition precedent to making the Loan, the Lender requires that the Mortgage establish a first lien on a security interest in the Property.

NOW, THEREFORE, IN CONSIDERATION of the premises which are made a substantive part of this Agreement, the sum of **Two Hundred Fifty dollars (\$250.00)**, the receipt whereof is hereby acknowledged, and the mutual covenants, promises, and agreements hereinafter set forth, and intending to be legally bound hereby, the parties do hereby covenant, promise, and agree as follows:

Following due execution and recordation of Mortgage **First Franklin Financial Corporation** subordinates the priority of its mortgage to the lien and priority of the Mortgage.

As between **First Franklin Financial Corporation** and the lender, the Mortgage of the Lender shall be a prior lien upon the property with all of the rights, privileges and remedies of a prior lien incident thereto; and said parties further agree that this waiver is not a waiver of priority of payments due thereon, nor does it require that the superior lien of the Lender be satisfied prior to satisfaction of the mortgage lien of **First Franklin Financial Corporation**, and in no way affects or impairs the obligation and debt due to **First Franklin Financial Corporation** and is limited solely to the aforesaid Lender and no others; provided that the Mortgage of the Lender shall not be further subordinated to any other mortgage, lien or encumbrance without the prior written consent of **First Franklin Financial Corporation**.

This Agreement shall not be construed to apply to any sums which may be extended or advanced by the Lender over and above the maximum amount referred to above, whether the same shall be extended or advanced in the form of renewal(s), modification(s), refinance(s) or rewriting(s) of the Borrower's loan.

This Agreement shall only be construed to determine the rights of the parties hereto with respect to each other and shall not be construed to provide any benefit to any other party. In the event a lawful authority determines that the Lender's Mortgage is defective in providing the Lender with a lien on the Property, **First Franklin Financial Corporation's** subordination as evidenced in this Agreement shall be void.

This agreement shall be binding upon and inure to the benefit of the parties of this Agreement and to their successors, assigns and/or personal representatives.

Any modifications of this Agreement shall not be effective unless in writing and signed by the party to be charged. Should any clause be found enforceable, it shall be treated as severed from this Agreement and shall not affect the enforceability of the balance of this Agreement.

WITNESS the duly executed and authorized signature of the parties to this Agreement as of the day and year first above written.

ATTEST:

FIRST FRANKLIN FINANCIAL CORPORATION

Cathie A. Nase
Cathie A. Nase

By: [Signature] (SEAL)
Name: Gary S. Fedoronko
Title: Assistant Vice President

State of Pennsylvania)
County of Allegheny) SS:

Gary S. Fedoronko, of First Franklin Financial Corporation acknowledged the foregoing instrument before me this 15th day of September, 2006, on behalf of the corporation. He is personally known to me and did take an oath.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Katherine Reilly, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Jan. 8, 2008
Member, Pennsylvania Association Of Notaries
My Commission expires: 1/8/08

Katherine Reilly
Notary Public

ATTEST:

LENDER:

By: _____ (SEAL)

Name: _____

Title: _____

State of)
County of _____) ss:
_____)

The foregoing instrument was acknowledged before me this, the _____ day of _____ 2006, by _____ of the Corporation. He/she is personally known to me and did take an oath.

Notary Public

My Commission expires: