20061229000635230 1/2 \$14.00 Shelby Cnty Judge of Probate, AL 12/29/2006 09:46:35AM FILED/CERT

## SUBORDINATION AGREEMENT

STATE OF ALABAMA

SHELBY COUNTY

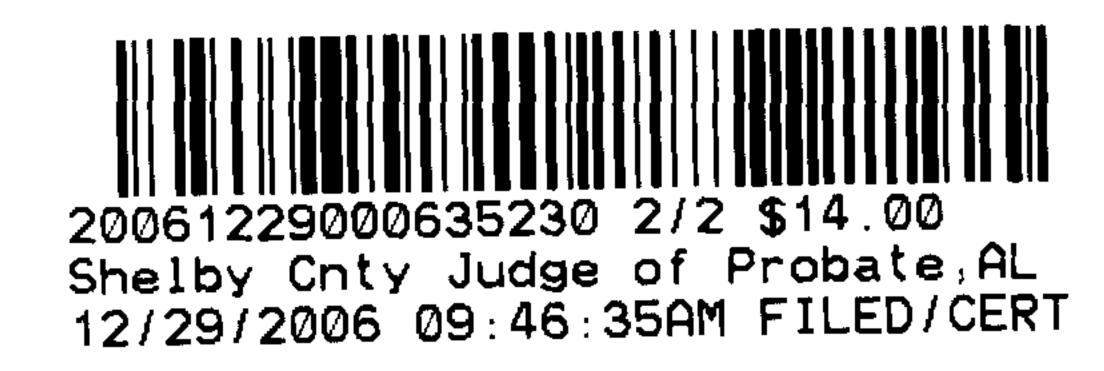
This agreement is made and entered into on this 20th Day of Dece on bec, 2006, by WACHOVIA BANK, N.A., (hereafter "Mortgagee") in favor of COUNTRYWIDE HOME LOANS, INC., (hereafter "Mortgage Company"), its successors and assigns.

WHEREAS, Mortgagee did loan to LORI WHITCOMB AND MICHAEL S WHITCOMB, (hereafter "Borrower", whether one or more) the sum of \$50,000.00, which loan is evidenced by a note and mortgage dated 9/17/2003, executed by Borrower in favor of Mortgagee, said mortgage filed and recorded as Instrument Number 20031013000684680 in the Office of the Judge of Probate of Shelby County, being modified to increase the amount to \$90,000.00 in Instrument Number 20040503000228620, aforesaid records;

WHEREAS, the Mortgage Company has agreed to make said loan to borrower but only if Mortgage Company Mortgage shall be a superior lien to the lien of the Mortgagee.

NOW THEREFORE, in consideration of the premises and for one dollar, the receipt of which is hereby acknowledged, Mortgagee agrees as follows:

- 1. That the lien of mortgage executed by the Borrower to Mortgagee is and shall be subordinated to the lien of the mortgage executed by the Borrower to the Mortgage Company Mortgage.
- 2. That the mortgage executed by the Borrower to Mortgagee is and shall be subordinated both in lien and payment to the mortgage executed by the Borrower to the Mortgage Company to the extent that the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above described property.
- 3. That to the extent the mortgage of the Mortgage Company is, as result of this Subordination Agreement a validly perfect first lien security interest in the above-described property, the lien of the mortgage executed by Borrower to Mortgage Company shall not be affected or impaired by a judicial sale under a judgment recovered under the mortgage made by Borrower to Mortgagee, but any such sale shall be subject to the lien of the said mortgage executed by the Borrower to Mortgage Company as well as any judgment obtained upon the bond or note secured thereby.



IN WITNESS WHEREOF, the Mortgagee has hereto set its hand and seal the date first above written.

WACHOVIA BANK, N.A.  Mamica Olliver  By: Tramica Tolliver  Title: Asst. Vice President			
		State of Alabama Virginia County of Shelby Kohnoll	
		is signed to the foregoing instrument and who is day that, being informed of the contents of said in executed the same voluntarily on day same bears	known to me, acknowledged before me on this astrument, he/she, acting with full authority
Nota My	ary Public  Commission Expires:		
This instrument prepared by:	OFFICIAL SCAL		
Stephen D. Keith 3500 Independence Drive Birmingham, AL 35209	ANY COMMENTS		