



20070220000077280 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
02/20/2007 11:01:25AM FILED/CERT

SUBORDINATION AGREEMENT

Recording requested by: LSI

When recorded return to:

Custom Recording Solutions

2550 N. Red Hill Ave.

Santa Ana, CA 92705

(800) 756-3524 ext. 5011

Prepared by:

Bonnie Simpson

AMSOUTH BANK

P.O. Box 830721

Birmingham, AL 35283

CRS# 3042290

APN: 038280002009000

Subordination Agreement

Customer Name: ROGER MILLER
Customer Account: 4327132000061878

THIS AGREEMENT is made and entered into on this 8 day of February 2007, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of WELLS FARGO BANK, NA, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to ROGER MILLER (the "Borrower", whether one or more) the sum of \$352,000.00. Such loan is evidenced by a note dated 12-14-03, executed by Borrower in favor of AmSouth, which note is secured by a mortgage, deed of trust, security deed to secure debt, or other security agreement recorded 01/13/2004, in Record Book INST 20040113000021250 at Page 0, amended in Record Book INST 20061221000622460 at Page 0 in the public records of SHELBY COUNTY ALABAMA (the "AmSouth Mortgage"). Borrower has requested that lender lend to it the sum of \$298,581.00, which loan will be evidenced by a promissory note, 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 AmSouth 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, AmSouth 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 AmSouth Bank 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 any and 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. *By its acceptance of this agreement, the Borrower agrees to pay the Subordination Fee set out in the AmSouth Subordination Request Form.*

IN WITNESS WHEREOF, AmSouth has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

State of Alabama
Shelby County

AMSOUTH BANK

By: *Terri Gray*
Its Vice President

ASF

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 8 day of February 2007, within my jurisdiction, the within named *Terri Gray* who acknowledged that he/she is *AVP* of AMSOUTH BANK, a banking corporation, and that for and on behalf of the said AmSouth Bank, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by AmSouth Bank so to do.

Handwritten Signature
Notary Public

09-05-2010
My commission expires:


NOTARY MUST AFFIX SEAL

This Instrument Prepared by:

AmSouth Bank
Bonnie Simpson
P.O. Box 830721

Birmingham, AL 35283

REGIONS BANK DBA AMSOUTH BANK


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Order ID: 3042290

Loan No.: 0072075922

EXHIBIT A
LEGAL DESCRIPTION

The land referred to in this policy is situated in the State of AL, County of SHELBY, City of HOOVER and described as follows:

The following described real estate situated in Shelby County, Alabama to-wit:

Lot 38 according to the Survey of Greystone Eighth Sector, as recoded in Map Book 20, Page 93 A and B, in the Probate Office of Shelby County, Alabama/

Together with the non-exclusive easement to use the private roadways, Common Areas and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated 11-6-90, and recorded in Reel 317, page 260, in the Probated Office of Shelby County, Alabama, together with all amendments thereto.

Being the same parcel conveyed to Roger M. Miller and Kay Miller from Daniel Tyree Gregory, Sr. and Fernsler Gregory by virtue of a deed dated May 8, 2001 recorded December 27, 2002 in deed document no. 20021227000645670 in Shelby County, Alabama

APN 038280002009000