



20080115000019630 1/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
01/15/2008 08:23:28AM FILED/CERT

This instrument was prepared by:  
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2700 Hwy. 280 East, Suite 315W  
Birmingham, AL 35223

STATE OF ALABAMA           )  
  )  
COUNTY OF SHELBY         )

### SUBORDINATION OF SECOND MORTGAGE

0132590589

SUNTRUST MORTGAGE, INC. ("SunTrust"), for good and valuable consideration, does hereby acknowledge and agree that the lien of that certain mortgage dated April 21, 2003, from Thomas L. Wilder, Jr., and Mechelle W. Wilder, as mortgagor (the "Mortgagor," whether one or more), to Mortgage Electronic Registration Systems, Inc., as nominee for MortgageSouth, LLC, as mortgagee, recorded in the office of the Judge of Probate of Shelby County, Alabama at Instrument Number 20030429000261860, corrected and re-recorded in Instrument Number 20030522000318050; said mortgage in the amount of eighty-two thousand dollars and zero cents (\$82,000.00) last assigned to SunTrust Mortgage, Inc., in Instrument Number 20030429000261870 in the Office of the Judge of Probate of Shelby County, Alabama (the "Second Mortgage"), shall be and hereby is subordinate in right of priority to the lien of that certain mortgage from the Mortgagor, as mortgagor, to America's Wholesale Lender, as mortgagee (the "Mortgagee"), to be recorded in the office of the Judge of Probate of Shelby County, Alabama (the "Superior Mortgage"); provided, however, that such subordination shall be effective only to the extent that the Superior Mortgage secures that certain loan from Mortgagee to Mortgagor in the principal amount of \$385,000.00 (the "Loan"), together with interest on the Loan and any amounts specifically secured by the Superior Mortgage which are expended by the Mortgagee to protect or enforce the Mortgagee's rights under the Superior Mortgage with respect to the Loan (the "Superior Indebtedness"). The lien of the Second Mortgage shall be superior in right of priority to the lien of the Superior Mortgage to the extent, but only to the extent, that the Superior Mortgage secures any indebtedness of the Mortgagor to the Mortgagee other than the Superior Indebtedness.

To induce SunTrust enter into this Subordination Agreement, Mortgagee hereby certifies to SunTrust as follows:

- (1) that the proceeds of the Loan shall be used to satisfy in full all indebtedness secured by that certain mortgage dated April 21, 2003 in the original principal sum of \$322,700.00 and recorded in the Office of the Judge of Probate of Shelby County in Instrument Number 20030429000261840; said mortgage last assigned to SunTrust Mortgage, Inc., in Instrument Number 20030429000261850 in the Office of the Judge of Probate of Shelby County, Alabama;
- (2) that the Loan shall bear an initial interest rate of 6.125% per annum and shall be repayable in monthly installments of principal and interest at an initial amount of \$2339.30 beginning February 1, 2008, and continuing until January 31, 2038, and

(3) the street address of the real property to be covered by the Superior Mortgage is 913 Belgrave Court, Birmingham, AL 35242.

The provision of this Subordination Agreement are solely for the benefit of SunTrust and Mortgagee, and shall not be deemed to modify any of the agreements executed and delivered in connection with the Second Mortgage or the Superior Mortgage or to waive any of the rights of SunTrust or Mortgagee, as the case may be, thereunder, as against the Mortgagor, nor shall it constitute or give rise to any defense, right of offset or counterclaim by Mortgagor.

This Subordination Agreement may be amended or modified only by written instrument signed by SunTrust and Mortgagee.

IN WITNESS WHEREOF, SunTrust has caused this subordination Agreement to be executed as of the 28<sup>th</sup> day of DECEMBER, 2007.

**SUNTRUST MORTGAGE, INC.**  
as Mortgagee under the Second  
Mortgage, as defined hereinabove

By: \_\_\_\_\_

Its: 1<sup>ST</sup> Vice President

**AMERICA'S WHOLESALE  
LENDER**

as Mortgagee under the Superior  
Mortgage, as defined hereinabove

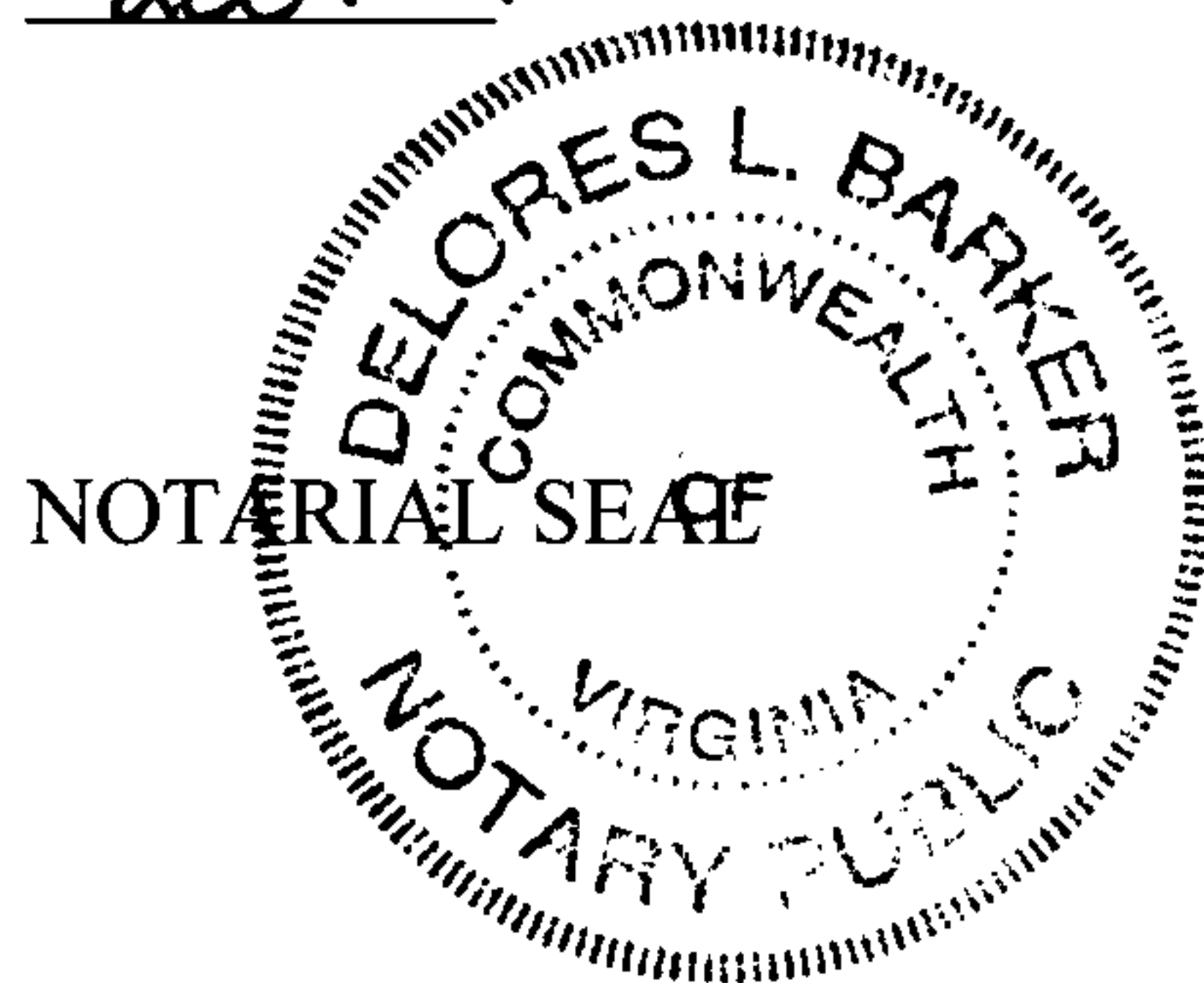
By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF Virginia )  
City  
COUNTY OF Richmond )

I, DELORES L. BARKER, the undersigned, a Notary Public, in and for said City in said State, hereby certify that Jackie L Miller, whose name as 1st Vice President of Suntrust Mortgage, Inc., a(n) Virginia Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said SunTrust Mortgage, Inc.

Given under my hand and official seal on this the 28th day of DECEMBER 2007.



Delores L. Barker  
Notary Public  
My commission expires: 7-31-08

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, the undersigned, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of America's Wholesale Lender., a(n) \_\_\_\_\_, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said SunTrust Mortgage, Inc.

Given under my hand and official seal on this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

NOTARIAL SEAL

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_