20080213000058740 1/2 \$14.00 Shelby Cnty Judge of Probate, AL 02/13/2008 09:43:32AM FILED/CERT

This Instrument Prepared By: William H. Halbrooks #1 Independence Plaza ste 704 Birmingham, AL 35209

SUBORDINATION AGREEMENT

Customer Name: James Gunter Customer Account #: 4386-5402-1011-9930 Customer SSN:
THIS AGREEMENT is made and entered into on this _18 day, 2008_, by Wachovia Bank, NA (hereinafter referred to as "Wachovia Dank NA "NA "NA "NA "NA "NA "NA "NA "NA "NA
Bank, NA") in favor of Name of Henger Rast Mortgage Corporation, its successors and or assigns (hereinafter referred to as "Lender") loan # 6991542254 in the amount of \$130,000.00.
RECITAL
Wachovia Bank, NA loaned to _James Gunter (the "Borrower", whether one or more) the sum of \$35,000.00 Such loan is evidenced by a note dated12/11/07_,
executed by Borrower in favor of <u>Wachovia Bank</u> , NA, which note is secured by a mortgage, deed of trust, security deed to secure a debt, or other security agreement recorded
on 02/15/07, in Record in Volume#_20070215000070800 , in the public records of
Shelby County, Alabama. Borrower has requested that lender lend to it the sum of
\$35,000.00, which loan will be evidenced by a promissary note in such amount dated, and
executed by Borrower in favor of Lender (the "Note"). The Note will be secured by a mortgage
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 Wachovia Bank , NA execute this instrument.

AGREEMENT

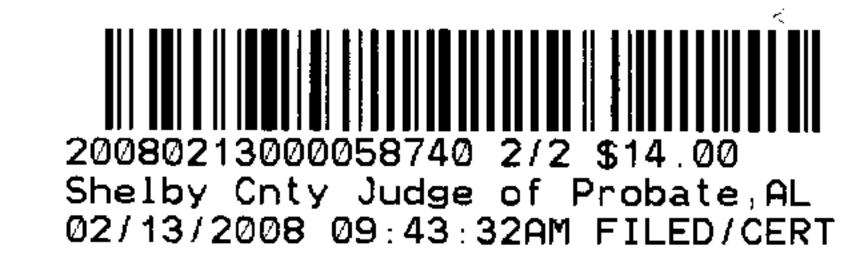
In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, <u>Wachovia Bank</u>, <u>NA</u> agrees that the Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien or charge of <u>Wachovia Bank</u>, <u>NA</u> 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, by not to the extent of any other future advances.

IN WITNESS WHEREOF, <u>Wachovia Bank</u>, <u>NA</u> has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

Wachovia Bank, NA

SUSAN ELLIS
ASST. VICE PRESIDENT

Lanks dole



State of Alabama U. Sinch County of Jefferson Runno/(2

Personally appeared before me, the undersigned authority in and for the said County and State, on this the 34th day of Jonnay, 2008 within my jurisdiction, the within named 5656 Ellis who acknowledged that he/she is Assilve Field bent of Wachovia Bank, NA a bank corporation, and that for and on behalf of the said Wachovia Bank, NA and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by Wachovia Bank, NA so to do.

A Nickey Public Basi - County of Rosnobe

Amy Thompson ID #7014817

Notary Must Affix Seal

Notary/Public

a Embosed Moroco is the Commonwealth of WA My commission expires: