

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: [REDACTED]

THIS AGREEMENT is made and entered into on this 18 day  
January, 2008, by Wachovia Bank, NA (hereinafter referred to as "Wachovia  
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 dated 12/11/07,  
executed by Borrower in favor of Wachovia Bank, 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  
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, Wachovia Bank, NA 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 Wachovia Bank, NA 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, Wachovia Bank, NA 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* SUSAN ELLIS  
ASST. VICE PRESIDENT



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

State of ~~Alabama~~ Virginia  
County of ~~Jefferson~~ Roanoke

Personally appeared before me, the undersigned authority in and for the said County and State, on this the 24<sup>th</sup> day of January, 2008 within my jurisdiction, the within named Susan Ellis who acknowledged that he/she is Asst. Vice President 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.

Notary Must Affix Seal

  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



Embossed Notary Seal is My Commonwealth of VA  
Notary Public Seal - County of Roanoke  
My commission expires 7/31/2010  
Amy Thompson ID #7014617