20080305000089510 1/1 $11.00
Shelby Cnty Judge of Probate, AL
03/05/2008 10:26:51AM FILED/CERT

08-0062

Subordination Agreement

Customer Name: Meredith L. Prickett and Charles T. Prickett

THIS AGREEMENT is made and entered into on this 21st **day of** February, **2008, by Wachovia Bank, N.A. (herein after referred to as "Wachovia Bank, N.A.") in favor of HOMETOWN MORTGAGE SERVICES, INC., its successors and assigns (hereinafter referred to as the "Lender").**

RECITALS

Wachovia Bank, N.A. loaned to Meredith L. Prickett, wife and Charles T. Prickett, husband, (the "Borrower", whether one or more) the sum of $243,104.00. Such loan is evidenced by a note dated May 25, 2007, executed by Borrower(s) in favor of Wachovia Bank, N.A., which note is secured by a mortgage, deed of trust, security deed to secure debt, or other security agreement recorded June 20, 2007, in Instrument No. 20070620000288550, in Shelby County Alabama, (the Wachovia Bank, N.A."). Borrower has requested that lender lend to it the sum of $241,000.00, which loan will be evidenced by a promissory 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, N.A. 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, N.A. 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, N.A. in 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 and other future advances. Wachovia Bank, N.A. hereby agrees to subordinate its note, mortgage and lien to Hometown Mortgage Services, Inc., its successors and/or assigns.

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

WACHOVIA BANK, NATIONAL ASSOCIATION

Wachovia Bank, N.A.

By: _____

Its: Christopher L. Wheeler
Asst. Vice President

STATE/COMMONWEALTH OF VIRGINIA

COUNTY OF Virginia

I, Julia Hill **, a Notary Public, in and for said County in said State, hereby certify that** Christopher Wheeler **, whose name(s) is/are signed as** Asst Vice President **of Wachovia Bank, N.A. to the foregoing Subordination Agreement, and who is/are known to me or has been made known to me, acknowledges before me on this day that, being informed on the contents of the Subordination Agreement, he/she/they as such officer, and with full authority, executed the same voluntarily for and as the act of said Wachovia Bank, N.A.**

Given under my hand this 21 **day of** February**, 2008.**

_____
Notary Public
My Commission Expires: 7-31-09

Endorsed Notary in the Commonwealth of VA
Notary Public, City of Roanoke
My commission expires 7-31-2009
Julia Hill is certified

This Instrument Prepared By:
Bryan Gregg
684 Bowen Road
Ashland, Alabama 36251