

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

NAME: ValuAmerica
C/O Claudia Keith


ADDRESS: 111 Technology Drive

CITY: Pittsburgh
STATE: PA
ZIP: 15275

ESCROW: 1272290721

TITLE:

APN: 03-09-29-0-002-070-0000


20080408000141540 1/4 \$20.00
Shelby Cnty Judge of Probate, AL
04/08/2008 11:26:37AM FILED/CERT

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 15th day of January 2008, by **Vikas K. Kamat and Yiryoung Kim**, owner of the land hereinafter described and hereinafter referred to as "Owner", and **Wachovia Bank, National Association**, present owner and holder of Deed of Trust and Note first hereinafter described and referred to as "Beneficiary".

WITNESSETH

THAT WHEREAS, **Vikas K. Kamat and Yiryoung Kim**, did execute a Deed of Trust, dated **03/08/2007** To **Wachovia Bank National Association** as Trustee covering:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE
A PART HEREOF FOR COMPLETE LEGAL DESCRIPTION

To secure a Note in the sum of **\$ 212,000.00** dated **03/08/2007** in favor of **Wachovia Bank National Association** which Deed of Trust was recorded on **03/30/2007** in **Instrument Number 20070330000143590** of Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of **\$157.350.00** dated 3/26/08 in favor of **Washington Mutual Home Loans** hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

WHEREAS, It is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender; and

WHEREAS, It is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded constitute a lien or charge upon said land which is unconditionally prior and superior to the lien charge of the Deed of Trust first above mentioned.


SUBORDINATION, RECORDED DEED OF TRUST TO DEED OF TRUST TO RECORD

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said Deed of Trust securing said Note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust first above mentioned;
- (2) That Lender would make its loan above described without this Subordination Agreement;
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien of charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deed of Trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) He/she consents to and approves (I) all provisions of the Note and Deed of Trust in favor of Lender above referred to, and (II) all agreements, including, but not limited to, any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's Loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He/she intentionally and unconditionally waives, relinquishes and subordinates the lien or charge or the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the Note secured by the Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien charge or the Deed of Trust in favor of Lender above referred to.


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**SUBORDINATION, RECORDED DEED OF TRUST TO DEED OF TRUST TO RECORD
NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS**

THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN. A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPORVEMENT OF THE LAND.

SIGNATURE OF BENEFICIARY(IES)

WACHOVIA BANK, NATIONAL ASSOCIATION
Julie Snead
JULIE SNEAD
ASST. VICE PRESIDENT

Susan Ellis
SUSAN ELLIS

STATE OF Virginia
County of Roanoke }ss.

On April 2, 2008 before me, Brenda S Farrell the undersigned, a Notary Public in and for said State, Julie Snead AVP of Wachovia Bank, N.A. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Brenda S Farrell
Notary Public in and for said County and State

Brenda S Farrell
Notary's name (Must be typed or legibly printed)



Embossed Hereon is My Commonwealth of VA
Notary Public Seal - County of Roanoke
My commission expires 8/31/2010
Brenda S. Farrell ID #270881



Embossed Hereon is My Commonwealth of VA
Notary Public Seal - County of Roanoke
My commission expires 8/31/2010
Brenda S. Farrell ID #270881

STATE OF _____
County of _____ }ss.

On _____ before me, _____ the undersigned, a Notary Public in and for said State, _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Notary Public in and for said County and State

Notary's name (Must be typed or legibly printed)



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LEGAL DESCRIPTION:

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS ALL THAT CERTAIN PROPERTY SITUATED IN CITY OF BIRMINGHAM IN THE COUNTY OF SHELBY, AND STATE OF AL AND BEING DESCRIBED IN A DEED DATED 03/14/1997 AND RECORDED 03/19/1997 AS INSTRUMENT NUMBER 1997-08513 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:

LOT 321, ACCORDING TO THE SURVEY OF BROOK HIGHLAND 7 SECTOR, AS RECORDED IN MAP BOOK 13, PAGE 99 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL NO. 03-9-29-0-002-070-0000



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