


STATE OF ALABAMA)
COUNTY OF SHELBY)


20080606000229990 1/4 \$22.00
Shelby Cnty Judge of Probate, AL
06/06/2008 08:35:38AM FILED/CERT

SUBORDINATION AGREEMENT

This Subordination Agreement is entered by and between **BankTrust, an Alabama Banking Corporation** (hereinafter referenced as "BankTrust"), and **Wells Fargo Bank, N.A., its successors, and/or assigns as their interests may appear** (hereinafter referenced as "Wells Fargo").

WHEREAS, William O. Bradshaw and wife, Julynn H. Bradshaw (hereinafter referenced as "Borrowers"), are the owners of certain real property situated in Shelby County, Alabama, more particularly described within Exhibit "A", attached hereto and incorporated herewith; and

WHEREAS, on or about April 15, 2002, Borrowers entered into a first mortgage with Wells Fargo Home Mortgage, whereby Borrowers mortgaged said property, same of which was recorded in the Office of the Probate Judge, Shelby County, Alabama, on or about May 16, 2002, at Instrument Number 200220516000232960; and

WHEREAS, on or about March 19, 2004, Borrowers entered into a second mortgage regarding said real property, with the Peoples Bank & Trust Company (predecessor in interest to BankTrust), same of which was recorded in the Office of the Probate Judge, Shelby County, Alabama, on or about March 26, 2004, at Instrument Number 20040326000165730; and

WHEREAS, Borrowers have applied to Wells Fargo for a loan to be made to Borrowers as a refinance, in the sum of \$66,000.00, and Wells Fargo will ensure that the mortgage dated April 15, 2002, as hereinabove referenced, in favor of Wells Fargo Home Mortgage, will be fully satisfied, to further ensure BankTrust that the Subordination Agreement will only apply to a mortgage to be entered by Borrowers in favor of Wells Fargo in the sum of \$66,000.00; and

WHEREAS, as result of this Subordination Agreement, Wells Fargo will hold first mortgage position and BankTrust will hold second mortgage position;

NOW, THEREFORE, in consideration of the mutual exchange of the promises and covenants contained herein, as well as other good and valuable consideration, which the parties hereto deem to be sufficient, BankTrust and Wells Fargo hereby agree, as follows:

1. In order to induce Wells Fargo to extend credit to Borrowers, upon such terms and conditions as may be agreed upon by Wells Fargo and Borrowers, and in

consideration thereof, BankTrust agrees to subordinate and does hereby subordinate all indebtedness, including interest thereon, hereinafter called "Subordinated Indebtedness", which is now or may at any time hereinafter be owing to BankTrust by Borrowers in favor of all Wells Fargo indebtedness, including interest thereon, hereinafter called "Superior Indebtedness", to the extent of \$66,000.00 principal plus accruing interest which may hereafter be owing by Borrowers to Wells Fargo.

2. In connection with the loan to be made to Borrowers, Wells Fargo shall ensure that the mortgage from Borrowers to Wells Fargo Home Mortgage, recorded in the Office of the Probate Judge, Shelby County, Alabama, at Instrument Number 20020516000232960, shall be fully satisfied and an appropriate release of mortgage filed with the office of said probate judge.

3. In the event that proceedings are filed under the Bankruptcy Act by or against Borrowers, or Borrowers are involved in insolvency proceedings of any kind, Wells Fargo is hereby authorized to file a claim in any and all such proceedings, with priority over BankTrust, for all amounts owing by Borrowers on Superior Indebtedness and to collect and receive all payments and dividends that may be declared or become payable in any such proceedings to be applied to payment of Superior Indebtedness until payment thereof in full.

4. BankTrust does not waive presentment and demand with respect to Superior Indebtedness and does not waive notices to which BankTrust might otherwise be entitled at law or in equity, including notice of acceptance of the benefits hereof, notice of default in payment of Superior Indebtedness or other lawful notices. BankTrust does not consent to any extensions or renewals, whether in the same form or otherwise, of all or any part of Superior Indebtedness.

5. This Agreement shall inure to the benefit of Wells Fargo, its successors and assigns, and to any other holder who derives from Wells Fargo any title to or an interest in any instrument evidencing any of Superior Indebtedness, and shall be binding upon BankTrust and upon the successors and assigns of BankTrust, but shall not inure to the benefit of Borrowers or any other creditors of Borrowers, and shall not in any way release Borrowers from liability for payment of Subordinated Indebtedness.

6 This Agreement shall become effective immediately and shall continue in full force and effect until payment in full of all Superior Indebtedness including interest thereon, without any extensions or renewals thereof.

7. This Agreement is binding upon the respective parties, their successors and assigns.

IN WITNESS WHEREOF, we have executed this Agreement this _____ day of
April, 2008.

Bank Trust:
100 St. Joseph St
Mobile, AL 36608

Mary D. Lawson
Witness

Judy K. Santa Cruz
Witness

Prepared By:
Wells Fargo:
2701 Wells Fargo Way
Minneapolis, MN 55408

Witness

Witness

Return To:

Chicago Title
ServiceLink Division
400 Corporation Dr
Aliquippa, PA 15001


BANKTRUST

John Kirby
By: JOHN KIRBY
Its: REGIONAL PRESIDENT

WELLS FARGO BANK, N.A.

By: _____
Its: _____

Property Address
330 Shelby St.
Montevallo, AL 351154022



20080606000229990 4/4 \$22.00
Shelby Cnty Judge of Probate, AL
06/06/2008 08:35:38AM FILED/CERT

Exhibit "A"

Legal Description

All that certain parcel of land situated in the City of Montevallo, in the County of Shelby, State of Alabama, being known and designated as Lots 7, 8 and part of Lots 1 and 2 of Block 52 according to the map and survey of Reynolds addition to the Town of Montevallo, as recorded in Map Book 3, Page 3, in the office of the judge of probate of Shelby County, Alabama, being the same property fully described in Deed Book 1993 at Page 27526, Dated 09/07/1993, Recorded 09/09/1993, in Shelby County Records.

Being the same property as conveyed from Gladys Jones, widowed to William O. Bradshaw and Julynn H. Bradshaw, husband and wife, as described in Deed Book 1993 at Page 27526, Dated 09/07/1993, Recorded 09/09/1993, in SHELBY County Records.

Tax ID: 36-02-03-2-002-010.000