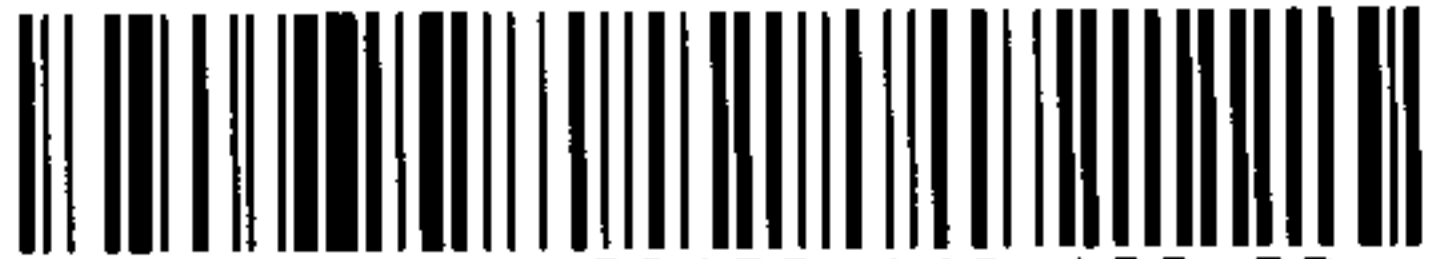


Prepared By:
Sandee Kim
Custom Recording Solutions
2550 N Redhill Ave
Santa Ana, CA 92705
800-756-3524 Ext. 5011


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Recording requested by: LSI
When recorded return to:
Custom Recording Solutions
2550 N. Redhill Ave.
Santa Ana, CA 92705
800-756-3524 Ext. 5011

CRS# 5950442

APN# 038330006009000

Subordination Agreement

RECORDING REQUESTED BY :

WHEN RECORDED RETURN TO :

Custom Recording Solutions

2550 North Redhill Ave.

Santa Ana, CA 92705

800-756-3524 Ext. 5011

AL - 8850442

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SUBORDINATION AGREEMENT

New Loan #: 7900105339

This Subordination Agreement is dated for reference 06/18/2009 and is between

Brvant Bank

whose

principal address is . . 2700 Cahaba Village Plaza, Birmingham, AL 35243

(called "Junior Lender") and

New Senior Lender's

Name : WELLS FARGO BANK N.A.

Senior Lender's

Address : 3480 STATEVIEW BLVD. FORT MILL, SC 29715

(called "New Senior Lender")

RECITALS

A. Junior Lender is the vested holder and owner of the following described promissory note (the "Note") secured by a mortgage or deed of trust (the "Security Instrument"):

Date of Note and Security Instrument : 7/28/2008

Borrower(s) Name(s) ("Borrowers") : AMANDA^{G.} THOMAS and GARY^{C.} THOMAS

Property Address: 4068 MILNERS CRSNT, BIRMINGHAM, AL 35242

Legal Description of real property secured by Security Instrument ("Property") :

See Exhibit A (Attached)

Recording Date : 7/31/2008

County : SHELBY

Amount : \$39,000.00

Recording Number : 20080731000309160

Book : —

Page : —

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage

loan on the Property with a new first priority mortgage loan secured by the Property from New Senior

Loan amount not to exceed \$ 313,059.00
Lender in the ordinal principal sum of \$313,059.00

Date: July 31, 2009

Please record concurrently with mortgage.
(the "New Senior Security Instrument").

New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest lien/security in the Property to the new interest of New Senior Lender.

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

1. Subordination to New Senior Security Instrument

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Mortgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions of the New Senior Security Instrument and the terms of the obligations it secures.

2. No Subordination to Other Matters.

Junior Lender is subordinating its lien/security interest to the New Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

3. No Waiver of Notice.

By subordinating its lien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lienholders and mortgagees.

4. Successors and Assigns.

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

5. Governing Law.

This Agreement shall be governed by the law of the State where the Property is located.

6. Reliance.

This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

7. Entire Agreement; Amendments.

This Agreement represents the entire and complete agreement between Junior Lender and Senior Lender. Any waiver, modification or novation of this Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

8. Acceptance.

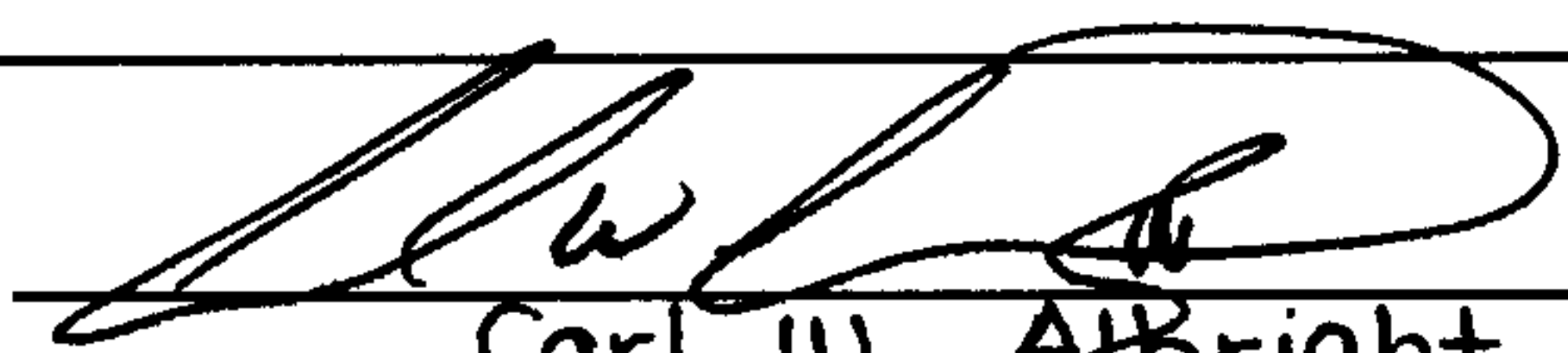
New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.



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JUNIOR LENDER: Brvant Bank

BY:


Carl W. Albright III

NAME:

Carl W Albright III

TITLE:

SVP



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STATE OF Alabama

COUNTY OF Jefferson

On June 18, 2009 before

Me. Heather Michelle Green

Personally Appeared Carl W Albright III

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 acknowledge 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.

Heather Michelle Green
Heather Michelle Green

Signature of Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 17, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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Order ID: 5950442
Loan No.: 0108706292

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 29A, according to a Resurvey of Lots 28 and 29, 1st Amended Map of Greystone Farms, Milner's Crescent Sector Phase 1, as recorded in Map Book 22, Pages 58, in the Office of the Judge of Probate of Shelby County, Alabama.

Assessor's Parcel Number: 038330006009000


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