

MORTGAGE SUBORDINATION AGREEMENT



20100510000146430 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
05/10/2010 12:06:50 PM FILED/CERT

By Corporation or Partnership

Account Number: 5025

Date: 1 day of February, 2010

Legal Description: SEE ATTACHED

P.I.N. #106140006007000

Property Address: 1025 EMERALD CIR, BIRMINGHAM AL 35242

This Agreement is made this 1 day of February, 2010, by and between US Bank National Association ND ("Bank") and US BANK NA ("Refinancer").

Bank is the mortgagee under a mortgage (the "Junior Mortgage") dated 3RD day of NOVEMBER, 2008, granted by JAMES A TRAGESER AND LISA T TRAGESER, HUSBAND AND WIFE ("Borrower"), and recorded in the office of the County Recorder, SHELBY County, Alabama, Book , Page , as Document 20081107000434210, encumbering the real property described therein (collectively, the "Property"). Refinancer is the mortgagee under a mortgage (the "Senior Mortgage") dated February 11, 2010, granted by the Borrower, and recorded in the same office on February 22, 2010, as Instrument 20100222000051800, encumbering the property. To induce Refinancer to make a loan to the Borrower secured by the Senior Mortgage, Bank has agreed to execute and deliver this Subordination Agreement.

ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby agrees with Refinancer that the lien of the Junior Mortgage on the Property is and shall be and shall remain fully subordinate for all purposes to the lien of the Senior Mortgage on the Property, to the full extent of all sums from time to time secured by the Senior Mortgage; provided, however, that the total indebtedness secured by the Senior Mortgage does not exceed \$151,900.00, exclusive of interest thereon, amounts advanced to protect the lien and priority of the Senior Mortgage, and costs of collection, and provided further, that this agreement shall not be effective until each other mortgage or other lien recorded against the property (other than the Senior Mortgage) and each judgment that is a lien against the Property shall be subordinated of record of the lien of the Senior Mortgage.

IN WITNESS THEREOF, this Subordination Agreement is executed on the day and year first above stated.



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US Bank National Association NP

By: Steven Barnes
Title: Vice President

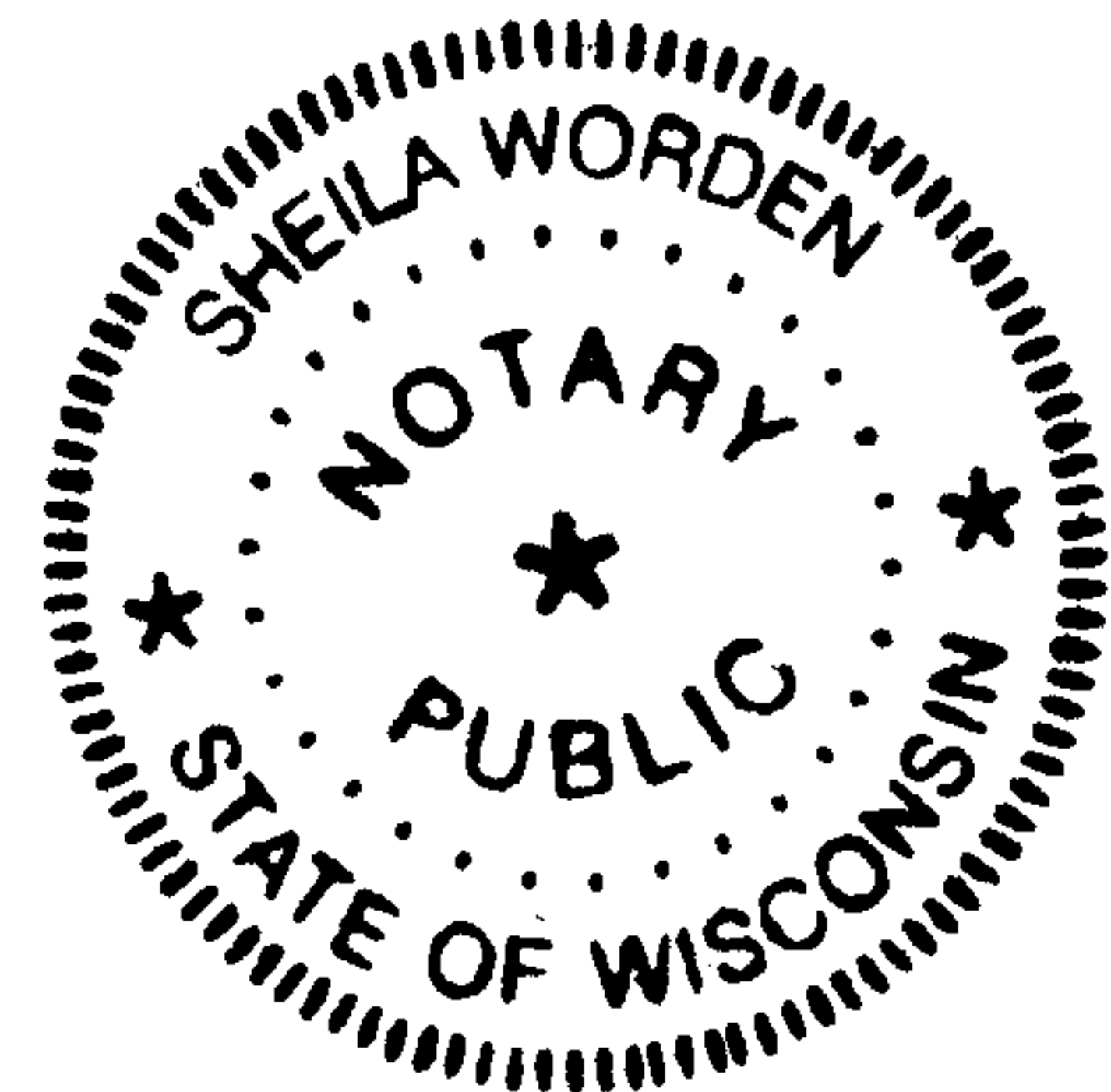
STATE OF Wisconsin)
COUNTY OF Winnebago)


The foregoing instrument was acknowledged before me this 1 day of February, 2010, by (name) Steven Barnes, the (title) Vice President of (bank name) US Bank National Association, , national banking association under the laws of The United States of America, on behalf of the association.

Sheila Worden, Notary Public
My Commission Expires: 11/06/2011

Prepared by: JANET KORTH

3151 HIGHLAND POINTE DR
OWENSBORO, KY 42303




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Order ID: 8063405
Loan No.: 2300005316

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 7, according to the Survey of Emerald Mountain at Meadowbrook, Sector One, as recorded in Map Book 22, page 84, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel Number: 106140006007000