

## SUBORDINATION AGREEMENT

The undersigned subordinator and owner agree as follows:

1. **PRIME ACCEPTANCE CORP.** referred to herein as "subordinator", is the owner of a UCC dated 04/02/2007 in the original principal indebtedness of \$6,990.00 which is recorded in official records dated 04/02/2007 in Instrument number 20070402000148160.

**EDWARD WAYNE BUTLER** referred to herein as "owner", is the owner of all the real property described as follows: 613 Barkley Circle, Alabaster AL  
(Shelby County) 35004

Attached to file: 96-00891444

All that certain property situated in the County of SHELBY, and State of ALABAMA, being described as follows:

Lot 414, according to the Map of Silver Creek, Sector II, Phase I, as recorded in Map Book 29, Page 81, in the Probate Office of Shelby County, Alabama.

Tax Parcel Identification Number: 23-7-25-2-002-014.000

2. Whereas owner has executed, or is about to execute, a mortgage not to exceed \$160,500.00 in favor of **WELLS FARGO BANK, N.A.**, referred to herein as "lender,"

**EDWARD WAYNE BUTLER**, being the owner and holder of this mortgage dated 10-25-10, executed by \_\_\_\_\_ (which is recorded in official records in \_\_\_\_\_, of the public records of Shelby county, in the state of Alabama.) (Which is to be recorded concurrently herewith).

3. In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his mortgage identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing there under, including any extension or renewal thereof.
4. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" mortgage, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or to see to the application of "lender's" mortgage funds, and any application or use of such funds for the purposes other than those provided for in such mortgage, note or agreements shall not defeat the subordination herein made in whole or in part.
5. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
6. This agreement shall be the whole and only agreement between the parties with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of "lender" above

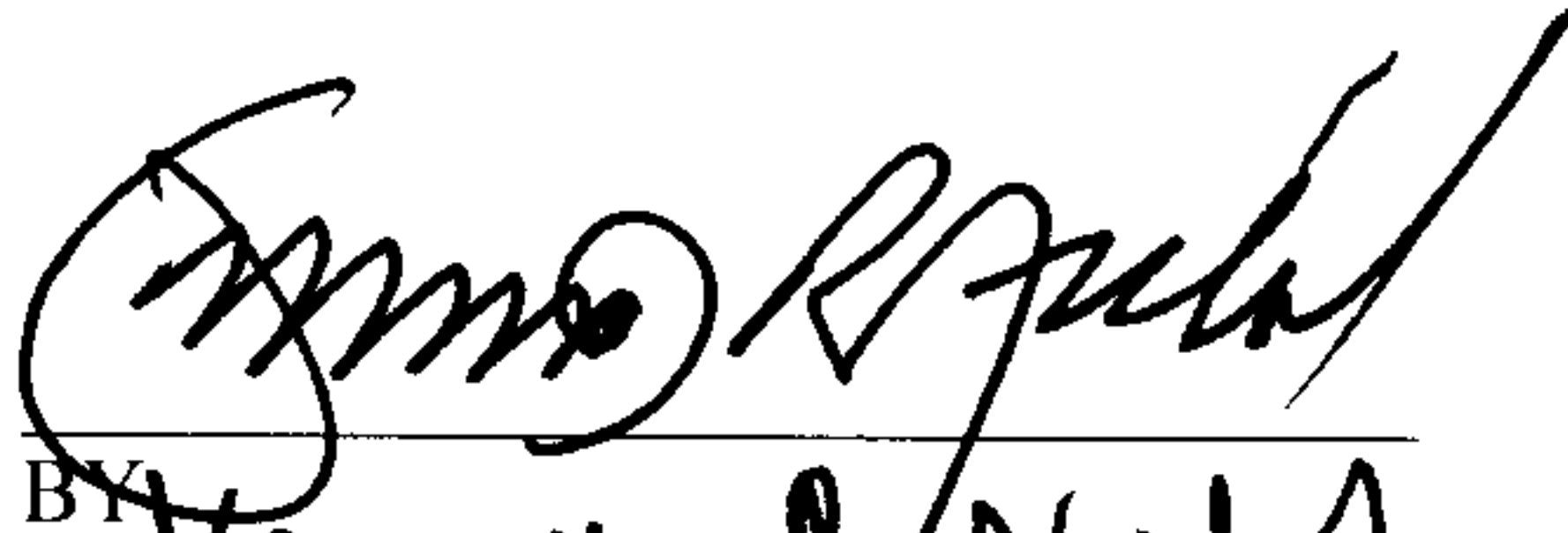


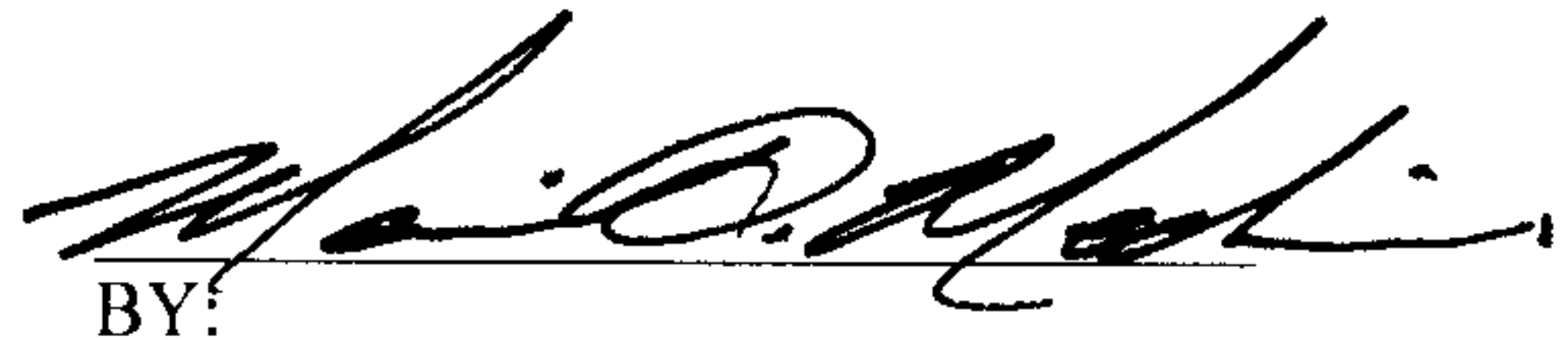
20101103000368420 2/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
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referred to and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provided for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.

7. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement, where the word "mortgage" appears herein it shall be considered as "deed of trust", and gender and number or pronouns considered conforming to undersigned.

In WITNESS WHEREOF, Subordinator has signed this agreement intending to be legally bound on this 7<sup>th</sup> day of October, 2010.

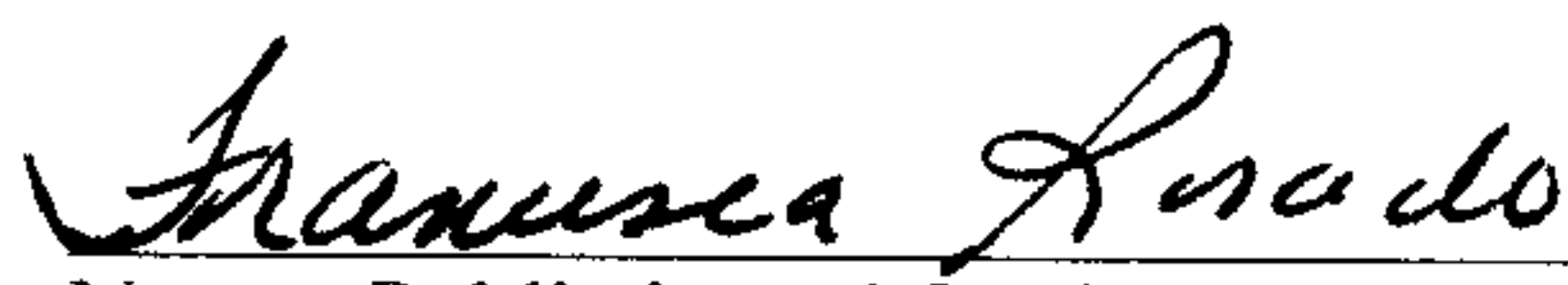
  
BY: Kenneth R. Nichols  
Vice President  
Prime Acceptance Corp.  
BY:

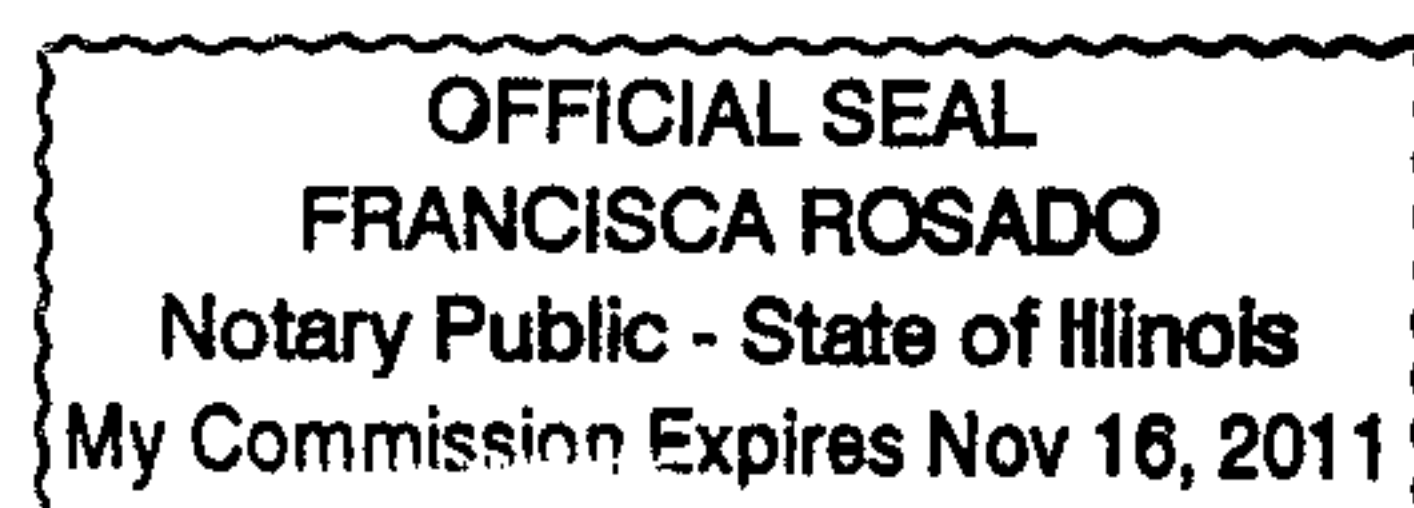
  
BY: Maria D. Medling.  
BY:

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

I certify that I know or have satisfactory evidence that KENNETH R. NICHOLS the person(s) who appeared before me, and said person(s) acknowledge that HE signed this instrument and acknowledged it to be HIS free and voluntary act for the purposes mentioned in this instrument.

Dated: OCTOBER 7-2010

  
Notary Public in and for the State of ILLINOIS  
Residing at COOK COUNTY  
My commission expires: NOV 16-2011



After Recording Please Return To:  
Liberty Title Company, LLC  
1701 Barrett Lakes Blvd, Ste 510  
Kennesaw, GA 30144

Prepared By:  
Kenneth R. Nichols  
VP  
Prime Acceptance Corp.  
Chicago, IL 60606