

WHEN RECORDED MAIL TO:

Aliant Bank a division of USAMERIBANK
Attn: Amanda Bivins
1100 Corporate Parkway
Birmingham, AL 35242

Loan # 61003758

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this 26th day of July 2013, by and between Aliant Bank a division of USAmeriBank, a corporation, with a place of business at 1100 Corporate Parkway, Birmingham, AL 35242 ("Subordinating Lender") and Wells Fargo Bank, N.A., a corporation, with a place of business at 171 17th St NW , 7th Floor, Atlanta, GA 30363-1032 ("Lender").

WHEREAS, William E. Bussey Jr., and Betty W. Bussey ("Borrower") executed and delivered to Subordinating Lender a mortgage in the sum of One Hundred Nineteen Thousand Nine Hundred Dollars (\$119,900.00), dated March 6, 2007 and recorded March 16, 2007 in Document Number: 20070316000119980 Pgs 1-4 in the records of the Judge of Probate Shelby County, Alabama which mortgage is a lien on the following described property:


LOT 30-07 ACCORDING TO THE MAP OF HIGHLAND LAKES, 30TH SECTOR, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 34, PAGE 116, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA

WHEREAS, the Borrower executed and delivered to Lender a mortgage not to exceed in the sum of Eight Hundred Forty Eight Thousand Four Hundred Dollars (\$848,400.00), dated July 31, 2013 which mortgage is intended to be recorded herewith in the records of Shelby County, AL;

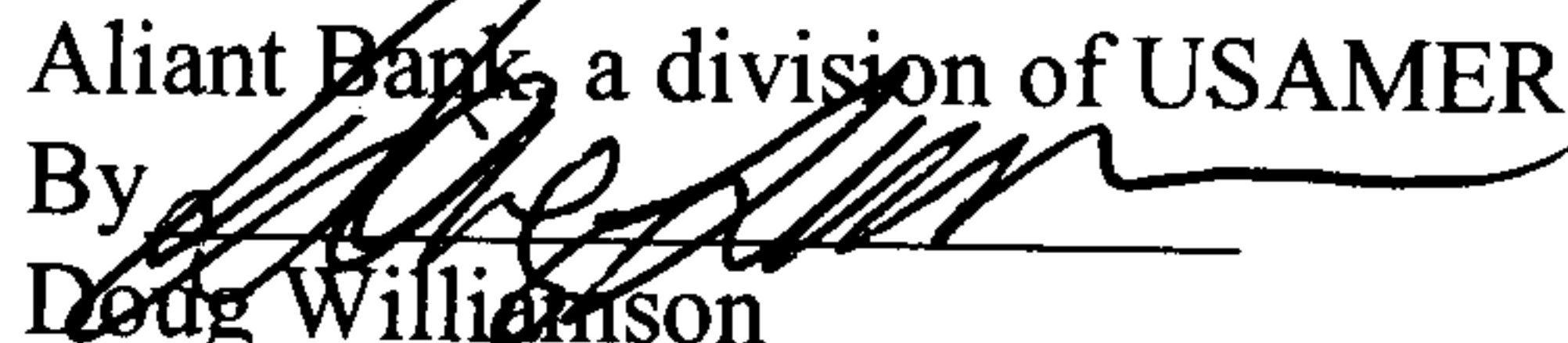
WHEREAS, Lender has required as a condition of its loan to Borrower that the lien of the mortgage executed by the Borrower to the Subordinating Lender be subordinated to the lien of the mortgage executed by Borrower to Lender to which Subordinating Lender has agreed on the conditions provided herein,

NOW THEREFORE, intending to be legally bound hereby, the undersigned agree as follows:

1. That the lien of mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated to the lien of the mortgage executed by the Borrower to Lender provided, however, that the lien of the mortgage to Subordinating Lender shall be subordinated to the lien of the mortgage to Lender only to the extent that the lien of the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.
2. That the mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated both in lien and payment to the mortgage executed by the Borrower to Lender to the extent that the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.
3. That to the extent the mortgage of Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property, the lien of the mortgage executed by Borrower to Lender shall not be affected or impaired by a judicial sale under a judgment recovered under the mortgage made by the said Borrower to Subordinating Lender but any such sale shall be subject to the lien of the said mortgage executed by the Borrower to Lender as well as any judgment obtained upon the bond or note secured thereby.


20130813000328980 1/2 \$17.00
Shelby Cnty Judge of Probate, AL
08/13/2013 08:55:07 AM FILED/CERT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of the date first above written.


Aliant Bank, a division of USAMERIBANK
By 
Doug Williamson
Senior Vice-President

STATE OF ALABAMA

COUNTY OF SHELBY


On this the 26th day of July, 2013, before me, the undersigned officer of the state and county mentioned, personally appeared Doug Williamson, with whom I am personally acquainted (proven to me on the basis of satisfactory evidence), and who further acknowledged that she is the Senior Vice-President of the maker or constituent of the maker and is authorized by the maker or its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC

My commission expires: 11-30-2014

SYLVIA RENEE HANCOCK Notary Public, Alabama State At Large My Commission Expires November 30, 2014
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