

STATE OF ALABAMA

COUNTY OF SHELBY

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this 30th day of November, 2001
By New South Federal Savings Bank (Hereinafter referred to as Grantor) in favor of
Countrywide Home Loans, Inc. Its successors and assigns (hereinafter
referred to as Grantee).

--WITNESSETH

WHEREAS, Grantor did loan to Jouhn F. Flemming and Marlene E. Flemming
("Borrower") the sum of \$10,750.00, which loan is evidenced by a promissory note dated
July 17, 2000, executed by Borrower in favor of Grantor and is secured by a
mortgage of even date therewith (the "Mortgage") covering the property described therein and
recorded in inst. # 2000-24305 of the real property records in the Office of Judge of
Probate Shelby County, Alabama; and

WHEREAS, Borrower has requested that Countrywide Home Loans, Inc.
lend to it the sum of \$ 81,900.00 (The "Loan"), such loan to be evidenced by a
promissory note dated , 20 , executed by Borrower in favor of Countrywide
Home Loans, Inc. and secured by a mortgage of even date therewith (the "New
Mortgage") covering in whole or in part the property covered by the Mortgage; and

WHEREAS, Countrywide Home Loans, Inc. has agreed to make the loan to the
Borrower; if, but only if, the New Mortgage shall be and remain a lien or charge upon the
property covered thereby prior and superior to the lien or charge of the Mortgage and provide
that the Grantor will specifically and unconditionally subordinate the lien or charge of the
Mortgage to the lien or charge of the New Mortgage of Countrywide Home Loans, Inc.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in consideration to the
undersigned, the undersigned hereby subordinates and make subject all right, Title or interest of
the undersigned under the second mortgage, in and to the property and to the indebtedness
secured by the same, as against the First Mortgage. This subordination agreement shall be
binding upon the successors and assigns of the undersigned and shall operate to the benefit of the
holder of the First Mortgage and the successors and assigns thereof and any purchaser at any
foreclosure sale thereunder and shall apply with like force and reflect to any renewal thereof.

New South Federal Savings Bank, A
Federally Chartered Savings Bank

By: Edith Heglar
Its: Asst. Vice President

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority, Notary Public in and for said County, in said State, hereby
certify that Edith Heglar whose name as Asst. Vice President
of New South Federal Savings Bank, is signed to the foregoing instrument, and who is
known to me, acknowledged before me, on this day, that, being informed of the contents of said
instrument, (s)he as such officer and with full authority, executed the same voluntarily for and as
the act of said corporation.

Given under my hand and official seal this the 30th day of November, 2001.

Robyn L. Garner
Notary Public, Robyn L. Garner
My Commission Expires 4/16/02

12/20/2001-55897
09:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 CH 11.00

Inst # 2001-55897