

STATE OF ALABAMA
COUNTY OF SHELBY

SUBORDINATION AGREEMENT

01104 25 111237
THIS AGREEMENT is made and entered into on this 9 day of April, 2002,
by Household Finance Corporation (hereinafter referred to as Mortgagee) in favor of
New South Federal Savings Bank, its successors and assigns
(hereinafter referred to as NSF).

WITNESSETH:

WHEREAS, Mortgagee did loan to Roger L. Williams & Kristi D. Williams
(the Borrower, whether one or more), the sum of \$, which loan is evidenced by
a note dated 12/10/99 executed by Borrower in favor of Mortgagee, and is secured
by a mortgage, deed of trust, security deed, deed to secure debt or other security instrument of
even date therewith (the Mortgage) covering the property described therein and recorded in the
Probate Office of Shelby County, Alabama, as Instrument #
1999-51458; and

WHEREAS, Borrower has requested that NSF lend to it the sum of
\$ 135,756.00 (the Loan), such loan to be evidenced by a promissory note in such amount
executed by Borrower in favor of NSF and secured by a mortgage, deed of
trust, deed to secure debt, security deed or other security instrument of even date therewith; and

WHEREAS, NSF has agreed to make the Loan to Borrower, if
but only if Household Finance Corporation shall be and remain a lien or charge upon
the property covered thereby prior and superior to the lien or charge of the Mortgage on the terms
set forth below and provided that the Mortgagee will specifically and unconditionally subordinate
the lien or charge of the Mortgage to the lien or charge of NSF on the terms
set forth below.

NOW THEREFORE, in consideration of one dollar and other good and valuable
consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to
induce NSF to make the Loan above referenced to, Mortgagee agrees as follows:

1. NSF and the note secured by NSF and the
debt evidenced by such note and any and all renewals and extensions thereof, or if any part
thereof, and all interest payable on all of said debt and on all such renewals and extensions shall
be and remain at all times a lien or charge on the property covered by NSF,
prior and superior to the lien or charge of the Mortgagee.

2. Mortgagee acknowledges that it intentionally waives, relinquishes and
subordinates the priority and superiority of the lien or charge of the Mortgage in favor of the lien
or charge of NSF, and that it understands that, in reliance upon and in
consideration of this waiver, relinquishment and subordination, specific loans and advances are
being and will be made, and a part and parcel thereof, specific monetary and other obligations are
being and will be entered into by NSF which would not be made or
entered into but for such reliance upon this waiver, relinquishment and subordination.

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002 MMH 14.00

3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgagee and the Loan secured by NSF, and as to the priority thereof, and there are no agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.

4. This agreement shall be binding upon the Mortgagee, its successors and assigns, and shall insure to the benefit of NSF, its successors and assigns.

5. No waiver shall be deemed to be made by NSF of any of its rights hereunder unless the same shall be in writing signed on behalf of NSF, and each such waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of NSF or the obligations of the Borrower or the Mortgagee to NSF hereunder in any other respect at any other time.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed by its duly authorized office on the day and date first set forth below.

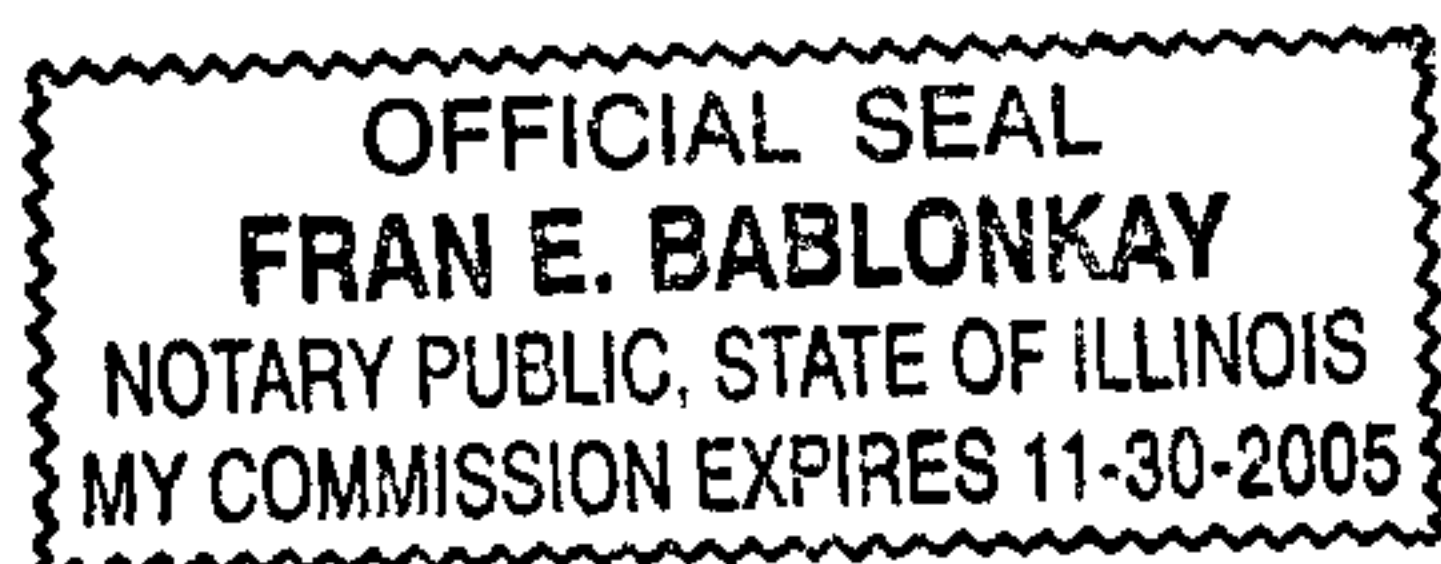
MORTGAGEE

BY: J. Menza
ITS: Vice President
J. Menza

STATE OF ~~ALABAMA~~ Illinois
COUNTY OF Dupage

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that J. Menza as vice president whose name is signed to the foregoing Subordination Agreement, and who is known to me, acknowledged before me that, being informed of the contents of the Subordination Agreement, he/she as such officer and with full authority executed the same voluntarily and as the act of the Corporation on the day the same bears date.

Given under my hand and seal of office this 9 day of April, 2002.



Fran E. Bablonkay
NOTARY PUBLIC
Commission Expires: 11-30-2005
Fran E. Bablonkay

THIS INSTRUMENT PREPARED BY:
Kevin K. Hays and Associates, P.C.
100 Concourse Parkway
Suite 101
Birmingham, AL 35244
205-733-1207

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