

Inst # 1996-05841

02/23/1996-05841
11:21 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NCD 16.00

SPACE ABOVE FOR RECORDERS USE

WHEN RECORDED MAIL TO:
COUNTRYWIDE FUNDING CORPORATION
MSN SV-79 / DOCUMENT CONTROL DEPT.
P.O. BOX 10266
VAN NUYS, CALIFORNIA 91410-0266

Prepared by: E. YARBROUGH

LOAN #: 8811541

ESCROW/CLOSING #:

CASE #:

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this 13th day of FEBRUARY, 1996, by and between COUNTRYWIDE FUNDING CORPORATION

a corporation, with a place of business at 155 N. Lake Avenue, Pasadena, CA 91107

("Subordinating Lender") and

COUNTRYWIDE FUNDING CORPORATION

a corporation, with a place of business at

155 NORTH LAKE AVENUE PASADENA, CA 91107

("Lender").

WHEREAS,

L. Brooks Burdette

Page 1 of 3

5/95



-1268 (9505)

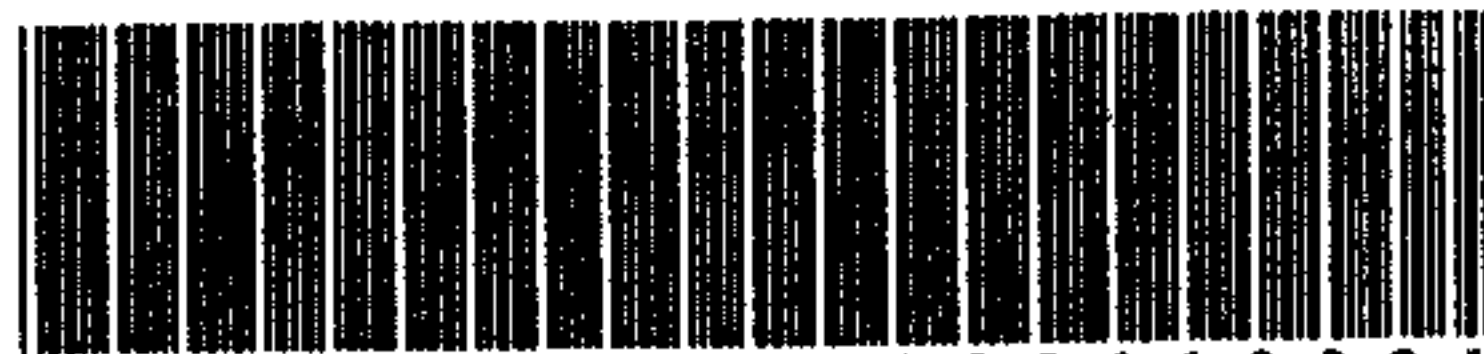
CFC (05/95)

VMP MORTGAGE FORMS - (800)521-7291

Initials: _____



* 2 3 9 9 1 *



* 0 0 8 8 1 1 5 4 1 0 0 0 0 1 1 2 6 8 *

LOAN #: 8811541

("Borrower") executed and delivered to Subordinating Lender a mortgage in the sum of _____
Twelve Thousand and 00/100. (\$12,000.00)

dated July 17, 1995, and recorded _____
in Mortgage Book Volume _____ page _____ in the records of Shelby
_____ County, which mortgage is a lien on the following described property:

433 Hwy 13, helena, AL 35080

see attached legal description

WHEREAS, the Borrower executed and delivered to Lender a mortgage in the sum of _____
\$81,750.00

which mortgage is intended to be recorded herewith in the records of Shelby
County;

WHEREAS, Lender has required as a condition of its loan to Borrower that the lien of the mortgage executed by 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:

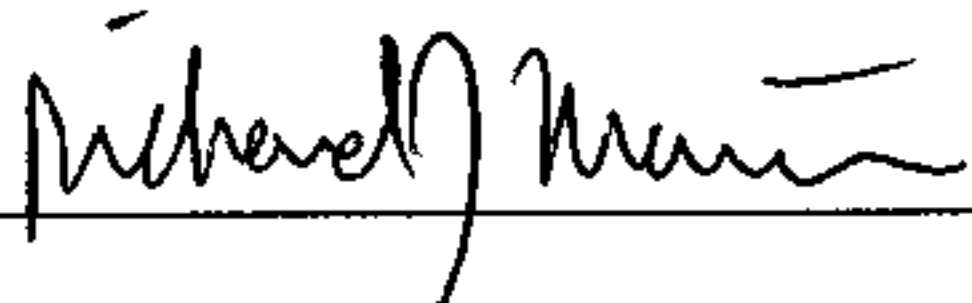
1. That the lien of mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated to the lien of the mortgage executed by the Borrower to Lender provided, however, that the lien of the mortgage to Subordinating Lender shall be subordinated to the lien of the mortgage to Lender 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.

LOAN #: 8811541

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.

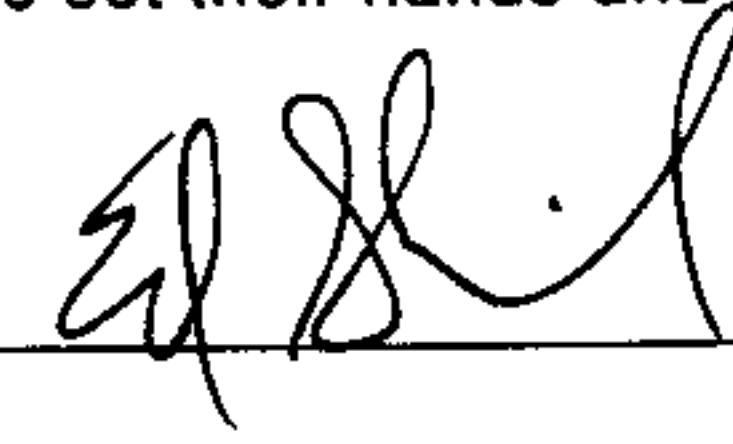
3. That to the extent the mortgage of Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property, the lien of the mortgage executed by Borrower to Lender shall not be affected or impaired by a judicial sale under a judgment recovered 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.

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



By: Richard J. Marron

Title: First Vice President



By: Ed Skornik

Title: First Vice President



-1268 (9505)

CFC (05/95)

Page 3 of 3

Initials: _____

A part of lot or Parcel 3, according to the Resurvey of Whispering Pines Farms as recorded in Map Book 13, Page 131, in the Office of the Judge of Probate of Shelby County, Alabama more particularly described by metes and bounds as follows:

Commence at the northeast corner of the NE 1/4 of the SW 1/4 of Section 12, Township 21 South, Range 5 West, Shelby County, Alabama and run thence South 06 degrees 58' 51" West along the north line of said quarter-quarter and the NW 1/4 of the SW 1/4 of same said Section 12 a distance of 1,373.65 feet to a point; thence run South 1 degree 28' 00" East a distance of 524.59 feet to the point of beginning of the property being described; thence continue along last described course a distance of 392.92 feet to a point on the northerly right of way line of Shelby County Highway NO. 13 in a curve to the left; thence turn 92 degrees 35' 10" right to chord and run westerly along the chord of said curve a chord distance of 339.35 feet to a point; thence turn 87 degrees 24' 50" right from chord and run northerly a distance of 377.60 feet to a point; thence turn 90 degrees 00' 00" right and run easterly a distance of 339.00 feet to the point of beginning, and marked on each corner with a steel pin or pipe.

Situated in Shelby County, Alabama.

Inst # 1996-05841

02/23/1996-05841
11:21 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NCD 16.00