

STATE OF ALABAMA

COUNTY OF JEFFERSON

SUBORDINATION AGREEMENT

THIS AGREEMENT made and entered into this 11 day of
MAY, 1998, by and between AMERICAN GENERAL FINANCE, INC., an
Alabama Corporation, hereinafter referred to as "Grantee", and
ROSE AND KEITH WADE, hereinafter referred to as "Grantor".

WHEREAS, Grantee is the holder and owner of a Deed to
Secure Debt from ROSE AND KEITH WADE, dated NOVEMBER 9,
1995 filed for record NOVEMBER 15, 1995, recorded at Deed Book
1995, Page 8423, SHELBY County, Alabama, records, conveying
property known as 139 SWEET GUM DRIVE CHELSA, SHELBY County,
Alabama, as is more particularly described in said Deed to Secure
Debt, which was made to secure an indebtedness of \$ 12735.30, and

WHEREAS Grantor has applied for a loan from _____
NORWEST MORTGAGE, INC. in the amount of \$ 142,200.00, to
be secured by a Deed to Secure Debt conveying the property
described in the aforesaid Deed to Secure Debt, and _____
NORWEST MORTGAGE, INC. has declined to make such loan
unless said outstanding Deed to Secure Debt in favor of Grantee
shall be subordinated to said new loan and the Deed to Secure Debt
securing same,

NOW, THEREFORE, in consideration of the sum of \$1.00 in
hand paid by Grantor to Grantee, the receipt and sufficiency of
which being hereby acknowledged, and in consideration of the
consummation of said loan in reliance upon this instrument,
Grantee does hereby subordinate all right, title and interest
under said outstanding Deed to Secure Debt above set forth, or
otherwise in or to the property therein described, as against
said loan to be made by NORWEST MORTGAGE, INC.
so that the Deed to Secure Debt to be executed by Grantor to
NORWEST MORTGAGE, INC. shall convey title to the
property known as 139 SWEET GUM DRIVE, CHELSA, Alabama, as
described in said outstanding Deed to Secure Debt of Grantee and
superior to the indebtedness thereby secured.

This subordination agreement shall be binding upon the
successors and assigns of Grantee and shall operate to the benefit
of NORWEST MORTGAGE, INC., its successors and
assigns, and of any purchaser at any foreclosure sale under its
Deed to Secure Debt.

The said outstanding Deed to Secure Debt now held by
Grantee shall remain otherwise in full force and effect, the

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subordination herein provided being limited in application to the proposed loan herein set forth, only to the extent of the loan amount hereinabove set forth and to such additional advances as may be reasonably necessary for payment of hazard insurance premiums and other amounts necessary to protect NORWEST MORTGAGE INC. interest in said property.

Lender agrees not to accelerate the maturity of Borrower's Note or to initiate any proceedings against Borrower to foreclose the Deed to Secure Debt from Borrower until first, giving Mortgagee a duplicate copy of notice of any default(s) required to be given Borrower under Borrower's Note, Deed to Secure Debt or other loan agreement with Lender, and second, giving Mortgagee the right to cure such default(s) within the notice period stated in such notice.

WHEREFORE the parties hereto have executed the within instrument by and through their duly authorized officers on the day and year first set forth hereinabove.

AMERICAN GENERAL FINANCE, INC.

BY:

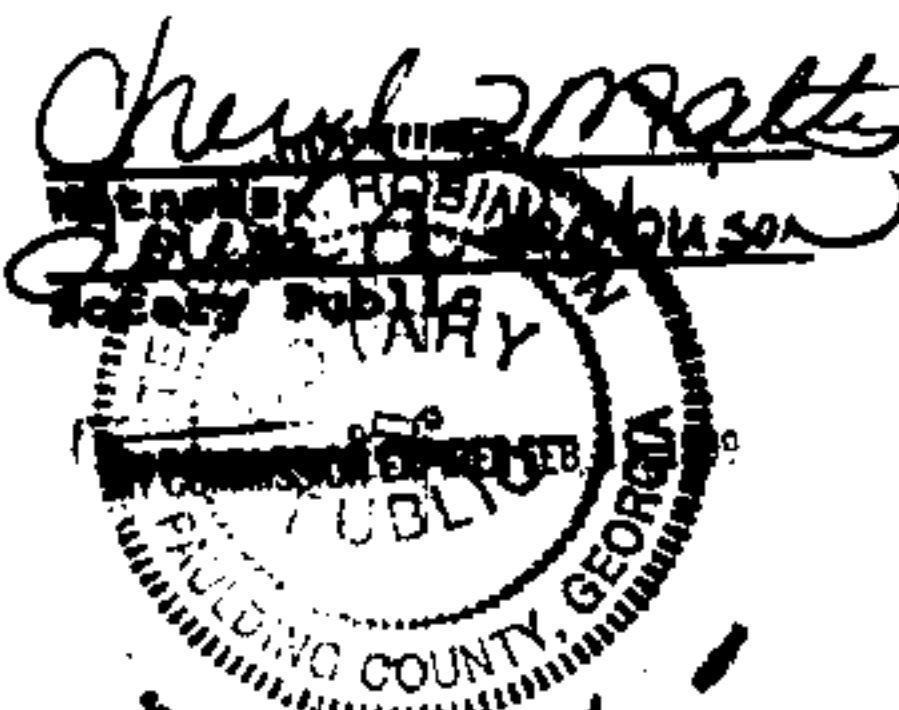
Gary L. Taylor
Vice-President

Grantee

Grantor

Witness

Notary Public



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