

RETURN TO: GE CAPITAL HOME EQUITY SERVICES, INC.
625 MARYVILLE CENTRE DR
ST. LOUIS MO 63141
ATTN: SERVICING

SUBORDINATION AGREEMENT

AGREEMENT made and entered into this date by and between GE Capital Mortgage Services, Inc., ("Beneficiary") and AMSOUTH BANK. ("Lender").

WHEREAS, Beneficiary is or will be the holder and owner of a certain Note(s) dated FEBRUARY 6, 1998 in the amount of \$95,648.00 evidenced by a Mortgage or other security instruments executed by RONNIE FOSTER AND SHARON FOSTER ("Borrowers") or others conveying and encumbering the property known as 1212 LAKEPOINT DR BRIMINGAHMA AL 35244 are more particularly described herein below (the "Property"), and

WHEREAS, Lender proposes to make, or has made, a mortgage loan to Borrowers as evidenced by Borrower's Note and Mortgage and other security instruments in favor of Lender, and

WHEREAS, Lender has agreed to make said loan to Borrower provided its Mortgage shall be in a first position with respect to the Property and Lender would not make the loan described above without this Subordination Agreement.

WHEREAS, Beneficiary is willing to subordinate its Mortgage and other security instruments to those of Lender on the terms and conditions provided herein below;

NOW THEREFORE, in consideration of the premises of FIFTY dollars (\$50.00) in hand paid the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

Beneficiary shall cause, or does hereby cause its Mortgage and other security instruments set forth herein below to be subject inferior and subordinate to the Mortgage and other security instruments in favor of Lender.

Lender's Mortgage and other security instruments shall be in a first position to the extent of the full principal amount of the indebtedness shown herein below, plus all interest now or hereafter accrued, plus all costs of collection and any other advances made by Lender to pay taxes, assessments, insurance, to repair, maintain, preserve or complete improvements to the Property. In no event shall Lender amend or modify its Mortgage or other security instruments to increase the interest rate or to increase the principal amount of the indebtedness evidenced or secured thereby without prior written consent of Beneficiary.

Any notice required or provided thereunder shall be in writing and mailed by certified mail, return receipt requested, with sufficient postage affixed, to the parties at the address stated above (if no address is shown, then to the last known address of such party), notice shall be deemed received by a party at the time of deposit in the US Mails if mailed in accordance herewith.

This instrument is intended to subordinate that certain Mortgage and other security instruments recorded in favor of GE CAPITAL MORTGAGE SERVICES INC., on FEBRUARY 6, 1998 in the Office of the Recorder of Deeds in and for _____ County, State of _____ as Document No. .

together with all amendments or modifications thereto, to that certain Mortgage executed by Borrower in favor of Lender as follows:

Book	Page	County
<u>1998</u>	<u>37864</u>	<u>Shelby</u>

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SHELBY COUNTY JUDGE OF PROBATE
002 MEL 11.00

Inst # 1998-37881

The principal amount of the indebtedness evidenced by Lender's Note and Mortgage shall not exceed \$227,150.00.

The property: 1212 LAKE POINT DR BIRMINGHAM AL 35244

IN WITNESS WHEREOF, Lender and Beneficiary hereto affix their hands and seals this date.

Beneficiary
GE Capital Mortgage Services, Inc.

Attest:

Cheryl Feldhaus
CHERYL FELDHAUS
Assistant Secretary

Kim Riley
Kim Riley
Asst. Vice President

Dated: SEPTEMBER 1, 1998.

(CORPORATE SEAL)

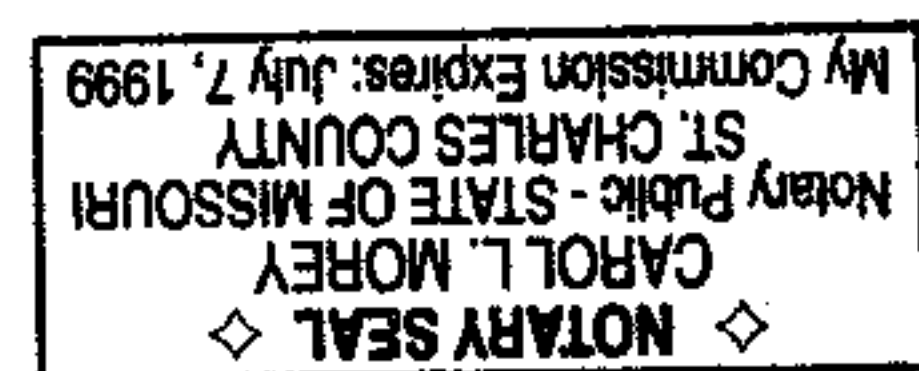
STATE OF MISSOURI :
Ss
COUNTY OF ST LOUIS :

On this 1ST day of SEPTEMBER 1998, before me, the undersigned, a Notary Public of the State of Missouri, personally appeared Cheryl Feldhaus and Kim Riley, to me personally known, who being duly sworn, did say that they are Asst. Vice President and Assistant Secretary, respectively of GE Capital Mortgage Services, Inc., and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that they acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

Carol L. Morey
Notary Public

My Commission Expires:

Lender
AMSOUTH BANK



Dated: _____

(Corporate Seal)

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