

Please return recorded document to:
Homecomings Financial Network
1301 Office Center Drive, Suite 200
Ft. Washington, PA. 19034
Attn Tamika Scott

RFC Loan # 2702419

Inst # 1999-37785

MORTGAGE SUBORDINATION AGREEMENT

THIS AGREEMENT is made this **June 9, 1999**, by The Chase Manhattan Bank as Indenture Trustee, c/o RESIDENTIAL FUNDING CORPORATION as Attorney-in-Fact ("Subordinating Party") whose address is 8400 Normandale Lake Blvd., Suite 600, Minneapolis, Minnesota 55437, and is being given to **Norwest Mortgage, Inc.** (Lender").

RECITALS

1. Lender is making a mortgage loan (the "Loan") to **Michael R. Williams and Evangilia D. Williams**, ("Borrower") on real property whose address is known as **150 Berry Lane Montevallo, Alabama 35115**, which property is more fully described in Exhibit "A" attached hereto and incorporated herein by reference ("Property").
2. Borrower is the present owner of the Property and has executed or is about to execute a mortgage/deed of trust and note in the sum of **\$114,000.00** dated June 18, 1999 in favor of Lender.
3. Subordinating Party now holds an interest as mortgagee of the Property pursuant to the provisions of that certain mortgage dated **November 20, 1998** and recorded **December 3, 1998** in **Instrument Number 1998-18021**, in **Probate Office of Shelby County Alabama**, with an outstanding principal balance in the amount of **\$35,000.00**
4. Lender is willing to make such loan to Borrower provided that Lender's position is a first lien on the Property and Subordinating Party unconditionally subordinates the lien of its mortgage deed of trust to the lien in favor of Lender in the manner hereinafter described.

NOW, THEREFORE, for good and valuable consideration, and to induce Lender to make a loan to Borrower, Subordinating Party hereby agrees with Lender that the mortgage/deed of trust securing the note in favor of Lender, and any renewals, extensions or modifications of it, will be and shall remain a lien on the Property prior and superior to the lien in favor of Subordinating Party in the same manner as if Lender's mortgage/deed of trust had been executed and recorded prior in time to the execution and recordation of Subordinating Party's mortgage/deed of trust.

Subordinating Party further agrees that:

1. Any future advance of funds or additional debt that may be secured by Subordinating Party's mortgage/deed of trust shall be subject to the provisions of this Mortgage Subordination Agreement. The mortgage/deed of trust securing the note in favor of Lender, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property prior and superior to any lien for future advances of funds or additional debt secured by Subordinating Party's mortgage/deed of trust.
2. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed or terminated, except by a written agreement signed by both parties. This Mortgage Subordination Agreement shall be binding upon Subordinating Party and the heirs, representatives, successors and assigns of Subordinating Party, and shall inure to the benefit of, and shall be enforceable by Lender and its successors and assigns. Subordinating Party waives notice of Lender's acceptance of this Mortgage Subordination Agreement.

09/09/1999-37785
09:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

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11.00

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

WITNESS:

By: The Chase Manhattan Bank as Indenture
Trustee, c/o RESIDENTIAL FUNDING CORPORATION as
Attorney-in-Fact

Kristal Finch
Yvonne Taylor

By: V. Ponce
Vincent Ponce
Asst Vice Pres.

Michael R. Williams

Evangelia D. Williams

ACKNOWLEDGEMENT

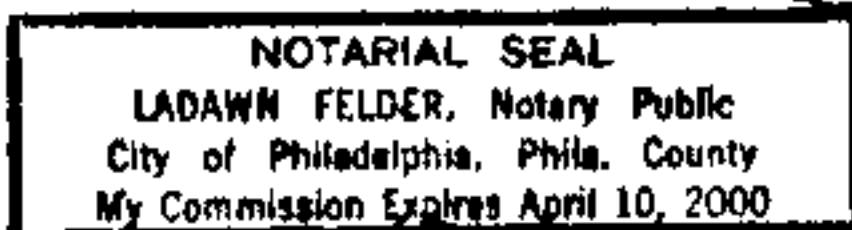
STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On June 18th 1999, before me, Ladawn Felder, Notary Public,

personally appeared Vincent Ponce Asst Vice Pres., personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

Signature Ladawn Felder



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