

11.02

AGREEMENT FOR SUBORDINATION

After recording return to: Conseco Finance Servicing Corporation
Attn: Document Services
7360 S. Kyrene - Tempe, AZ 85283

RE: 6908277715

This agreement is made on **24 January, 2002** by and among **Conseco Finance Corp.- Alabama f/k/a Green Tree Financial Corp. - Alabama**, hereinafter called "Existing Mortgagee", with an office at 332 Minnesota Street, Suite 610, St. Paul, Minnesota and, **Conseco Finance Corp. - Alabama** hereinafter called "New Mortgagee" and **Jerry L. Kelow and Ernestine Kelow**, hereinafter called "Owner(s)" (as per original Deed/Mortgage), whose address is:

48 Shadow Lane - Harpersville, Alabama

Owner(s) is the owner of a certain parcel of land, situated in the County of **Shelby** State of **Alabama**, and of certain buildings and improvements on the parcel [the "Property"].

Owner(s), by an instrument dated **August 15, 2000** acknowledges a mortgage lien in favor of **Conseco Finance Corp. - Alabama**, a Notice of Lien encumbering the Property, securing the payment of **\$12,002.30** with interest. The Existing Mortgage was filed/recorded on **August 28, 2000**, in **Book 2000, Page 29363**, in the Office of the County Recorder for **Shelby County**, state of **Alabama**.

Owner, by an instrument dated 2/5/2002 ~~2001~~, recording date 3/8/2002 ~~2001~~, recording no. 2002-11261 granted and conveyed to the **Conseco Finance Corp. - Alabama** a mortgage encumbering the Property, securing the payment not to exceed \$44,650.00 with interest.

The parties desire that the lien of the Existing Mortgage, shall be postponed in lien and operation, in the full amount, to the lien and operation of the New Mortgage.

1. The Existing Mortgage is subordinated and postponed in lien, payment, and distribution on any judicial or trustee sale of the Property to the lien of the New Mortgage to the full extent and in the aggregate amount of all advances made or to be made by the New Mortgage. Foreclosure proceedings on the existing Mortgage, any judicial or trustee sale in connection with proceedings, or any judgment on the bond that the Existing Mortgage secures shall not discharge the lien of the New Mortgage.

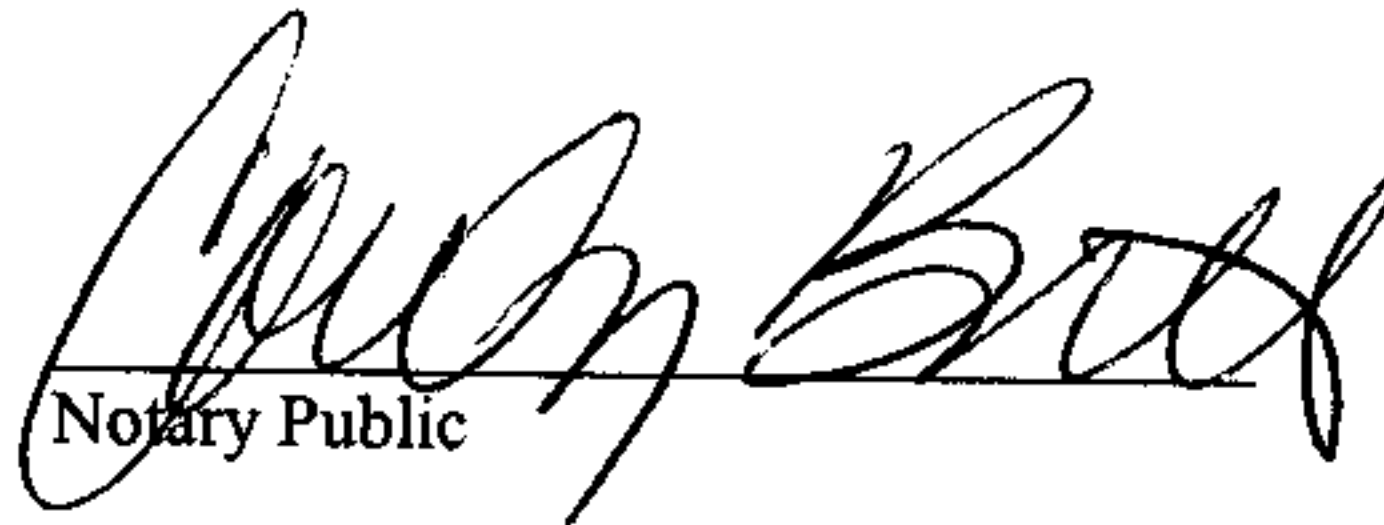
2. This agreement shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the parties.

Signed this 24 January, 2002

by  [Signature of Subordinating Mortgagee]
Doug Maxwell, Authorized Signer
Conseco Finance Corp. - Alabama

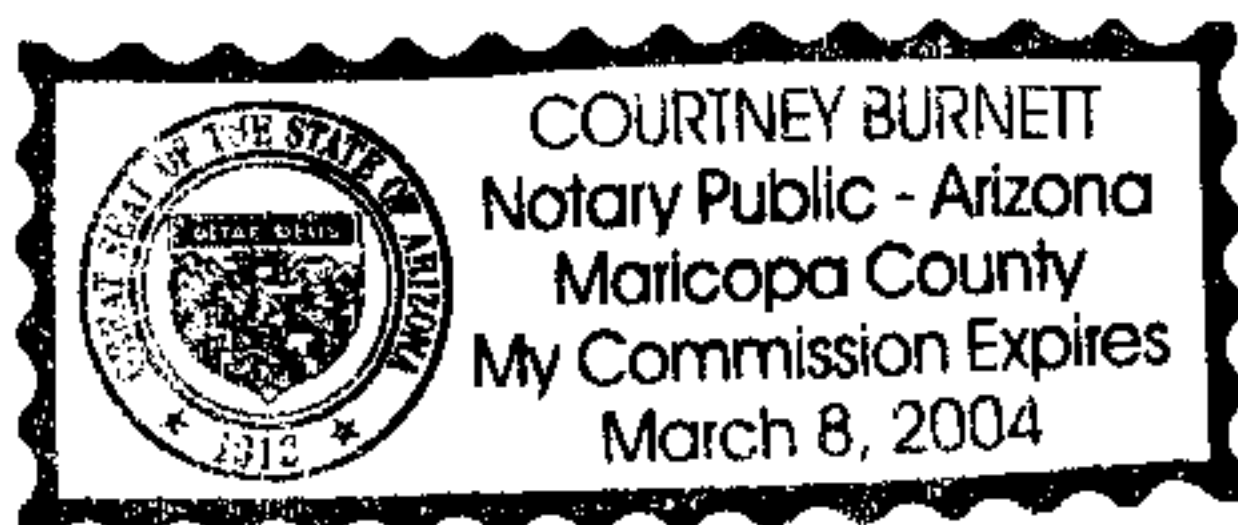
STATE OF ARIZONA
COUNTY OF MARICOPA

On this, **24 January, 2002**, before me, a Notary Public for **Conseco Finance Corp. - Alabama** residing in the said County and State, the undersigned Officer, personally appeared **Doug Maxwell** who acknowledged himself to be an Authorized Signer of **Conseco Finance Corp. - Alabama**, a corporation, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Doug Maxwell **IN WITNESS WHEREOF**, I have hereunto set my hand and official seal.


Notary Public

Prepared and witness by


Teresa Gurney



Inst # 2002-11262

03/08/2002-11262

11:10 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 HSE 11.00