

20021009000495380 Pg 1/2 14.00
Shelby Cnty Judge of Probate, AL
10/09/2002 14:48:00 FILED/CERTIFIED

IL
STATE OF ALABAMA)
Dupage) SUBORDINATION AGREEMENT
JEFFERSON COUNTY) 011102-17-122247

WHEREAS, William G. Norris and Tammy E. Norris (hereinafter referred to as the "Borrowers" whether one or more), have applied to Taylor, Bean & Whitaker Mortgage Corp. (hereinafter referred to as the "Lender") for a loan of money, not to exceed One Hundred and Ninety-One Thousand Dollars and No Cents (\$191,000.00) to be secured by a mortgage on the property hereinafter described; and

WHEREAS, AmSouth Bank has a lien on said property which would in the absence of a subordination agreement be superior to the mortgage to be executed by the Borrowers to the Lender; and

WHEREAS, Household Finance Corporation (hereinafter the "Lienholder"), has a lien on said property which would in the absence of this agreement be superior to the mortgage to be executed by the Borrowers to the Lender; and

WHEREAS, the Lender is unwilling to make the requested loan to the Borrower unless the undersigned Lienholder subordinates its lien in said property to the mortgage to be executed by the Borrowers to the Lender.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, and in order to induce the Lender to make the requested loan to the Borrowers, the undersigned Lienholder hereby agrees as follows:

The undersigned Lienholder hereby subordinates to the mortgage to be executed by the Borrowers to the Lender, all right, title and interest at law or equity of the undersigned Lienholder in and to the following described property situated in Shelby County, Alabama, to-wit:

Lot 8, in Block 2, according to the Map and Survey of Lincoln Park, as recorded in Map Book 3, Page 145, in the Probate Office of Shelby County, Alabama.

The undersigned Lienholder has an interest by virtue of its mortgage dated March 29, 2001, recorded in Instrument No. 2001-12459. The subordination of the mortgage of the undersigned Lienholder is without limitation, to that certain mortgage granted to the Lender, being recorded in Instrument No.

20021009000495370 in the Probate Office of Shelby County, Alabama.

The undersigned Lienholder hereby acknowledges and agrees that its lien is currently subordinate to that certain lien from the Borrowers to Equity National Mortgage, Inc., dated June 23, 1999 and recorded in Instrument No. 1999-27720 in the Office of the Judge of Probate for Shelby County, Alabama, then transferred and assigned to AmSouth Bank on 6/23/99 and recorded in Instrument No. 1999-27721 in the Office of the Judge of Probate for Shelby County, Alabama. Furthermore, the undersigned Lienholder hereby stipulates, agrees and acknowledges that its lien will remain subordinate to that same certain lien to AmSouth Bank.

IN WITNESS WHEREOF, the Lienholder has caused to execute this Subordination Agreement with the full authority for and on behalf of **Household Finance Corporation**, on this the

26 day of **September**, 2002.

Household Finance Corporation

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BY: T. Hardy

Title: Vice-President T. Hardy

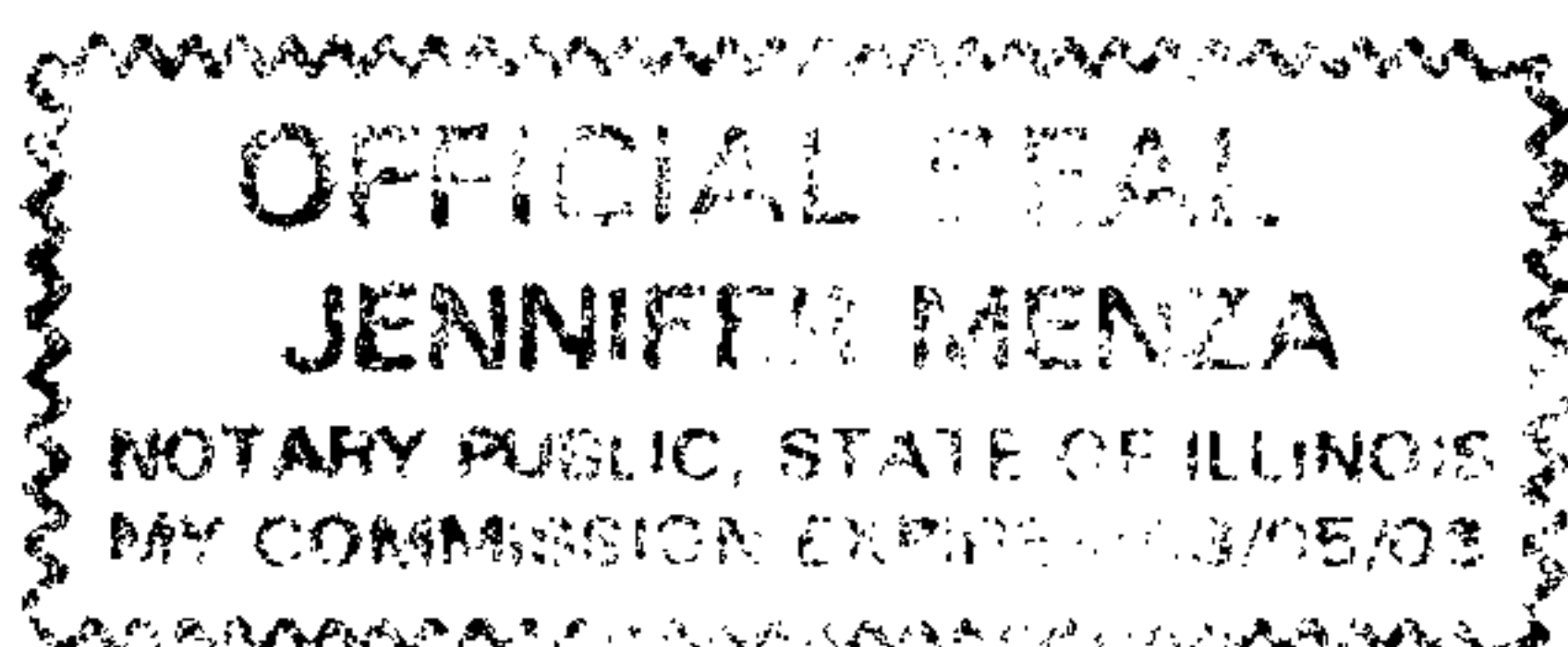
STATE OF Illinois
DuPage COUNTY)

CORPORATE ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said county, in said State, hereby certify that T. Hardy

whose name as Vice-President of **Household Finance Corporation** is signed to the foregoing Subordination Agreement and who is known to me, acknowledged before me on this day, that being informed on the contents of the document, he as such officer of the corporation, and with full authority, executed the same voluntarily for and as the act of the corporation on the day the same bears date.

Given under my hand and official seal this the 26 day of **September**, 2002.



Jennifer Menza
Notary Public
My Commission Expires: 3/5/03