

RETURN TO:

Closing Services
Attn: Karen Hollis
1920 Valleydale Road
Birmingham, AL 35244

THIS DOCUMENT PREPARED BY:

Joel L. Rye
New South Federal Savings Bank
210 Automation Way; MSN: 10753
Birmingham, AL 35210

NSF # 243460

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made this the 20th day of March, 2003, by and between **Eldon E. Green, Jr. and Katherine A. Green, Husband and Wife**, hereinafter referred to as "Borrowers" and New South Federal Savings Bank, Federally Chartered Savings Bank as "Lender"; and

WHEREAS, Lender did loan to **Eldon E. Green, Jr. and Katherine A. Green**, "Borrowers", the sum of **\$20,225.00**, which is evidenced by promissory note dated **March 10, 1997**, executed by Borrower in favor of Lender and is secured by a mortgage of even date therewith (the "Mortgage"), as recorded on **March 31, 1997** as Instrument No. **1997-09773**, in the official records of the Office of the Judge of Probate of Shelby County, Alabama; with the property being located at **2749 Wellington Drive, Pelham, Alabama, 35124**, the real property being set forth as follows:

Lot 14, according to the Survey of Chanda Terrace, 6th Sector, as recorded in Map Book 16, Page 10, in the Probate Office of Shelby County, Alabama.

WHEREAS, Borrowers have requested that **GMAC Mortgage** lend to it the sum of **\$93,200.00** (The "Loan"), such loan to be evidenced by a promissory note dated **March 2003**, executed by the Borrowers in favor of **GMAC Mortgage** and secured by a mortgage of even date therewith (the "New Mortgage") covering in whole or in part the property covered by the Mortgage; and


WHEREAS, **GMAC Mortgage** has agreed to make the loan to the Borrowers; if, but only if, the New Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Mortgage and provide that the Lender will specifically and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of the New Mortgage of **GMAC Mortgage**.


NOW THEREFORE, in consideration of Ten Dollars (\$10.00) in consideration to the undersigned, the undersigned hereby subordinates and make subject all right, Title or interest of the undersigned under the second mortgage, in and to the property and the indebtedness secured by the same, as against the First Mortgage. This subordination agreement shall be binding upon the successors and assigns of the undersigned and shall operate to the benefit of the holder of the First Mortgage and the successors and the assigns thereof and any purchaser at any foreclosure sale thereunder and shall apply with like force and reflect to any renewal thereof.

IN WITNESS WHEREOF, New South Federal Savings Bank has set its hand and seal
and caused this instrument to be executed.

NEW SOUTH FEDERAL SAVINGS BANK
A Federally Chartered Savings Bank

(Corporate Seal)


Penny Howell
Assistant Secretary


Joyce Stevenson
Assistant Vice President

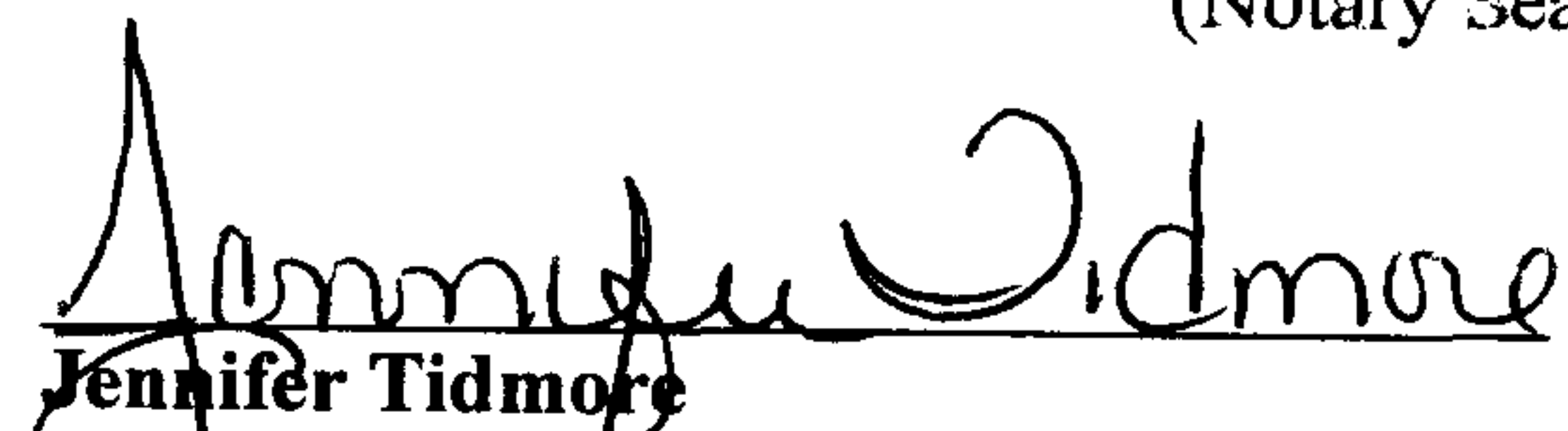
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that on this date the foregoing Subordination Agreement was presented to me in said County, and was delivered and acknowledged by **Joyce Stevenson**, as **Assistant Vice President** and **Penny Howell**, as **Assistant Secretary** of New South Federal Savings Bank, A Federally Chartered Savings Bank, to be its or her/his act and deed.

WITNESS by hand this 20th day of March, 2003.

(Notary Seal)


Jennifer Tidmore
Notary Public
My Commission Expires: 3/19/05