

Prepared by Natasha A. Moss
RECORD AND RETURN TO:
Cendant Mortgage Corporation
4001 Leadenhall Road
Mail Stop SV24
Mt. Laurel, NJ 08054
Attn: Subordination Department
Loan No.: 6108898

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is made as of the 12th day of May 2003, by ***Merrill Lynch Credit Corporation***, 4802 Deer Lake Drive, Jacksonville, FL 32246 ("Subordinating Party"), in favor ***Crossroads Mortgage***, it's successors and/or assigns as their respective interests may appear ("Outside Lender").

W I T N E S S E T H: That,

WHEREAS, Subordinating Party is the owner and holder of that certain Mortgage dated June 11, 2001, in the amount of ***\$25,000.00***, executed by ***George A. Mauldin & Joyce Z. Mauldin***, ("Borrower," which term includes all parties executing such instrument) in favor of Merrill Lynch Credit Corporation, recorded as ***Instrument No. 2001-24025*** of the public records of ***Shelby County***, State of Alabama (the "Subordinate Security Instrument"), which encumbers the following described real property:

SEE ATTACHED "SCHEDULE A"

hereinafter the "Property."

WHEREAS, Borrower is the owner of the Property and Outside Lender is extending a new loan to Borrower in the amount of ***\$179,200.00*** (the "New Loan") which is also secured by a Mortgage that encumbers the Property, which security instrument is being recorded in said public records contemporaneously with the recording of this Agreement (the "Outside Lender Security Instrument"); and

WHEREAS, Outside Lender, as an express condition of its extending the New Loan to Borrower, requires that the Outside Lender Security Instrument be a valid first lien encumbrance against the Property superior in all ways to the Subordinate Security Instrument and that Subordinating Party unconditionally subordinate the lien of the Subordinate Security Instrument to the lien of the Outside Lender Security Instrument in the manner hereinafter described;

NOW THEREFORE, in consideration of the premises which are hereby incorporated into this Agreement, the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce Outside Lender to make the New Loan to Borrower, Subordinating Party hereby unconditionally acknowledges and agrees with Outside Lender that:

1. Subordinating Party hereby subordinates the lien of the Subordinate Security Instrument to the lien of the Outside Lender Security Instrument and declares that the Outside Lender Security Instrument, and any renewals, extensions, or modifications thereof, or substitutions therefore is and shall remain a first lien on the Property, prior and superior to the lien of the Subordinate Security Instrument, and shall be entitled to the same rights and privileges, both in law and equity, as it would have had if the Outside Lender Security Instrument had been executed, delivered, and recorded prior to the execution, delivery, and recordation of the Subordinate Security Instrument.

2. Any future advance of funds or additional debt that may be secured by the Subordinate Security Instrument shall be subject to the provisions of this Agreement. The Outside Lender Security Instrument, and any renewals, extensions, or modifications thereof or substitutions therefore, are and shall remain a first lien on the Property, prior and superior to any lien for future advances of funds or additional debt secured by the Subordinate Security Instrument.

3. 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 writing signed by Outside Lender and Subordinating Party. This Agreement shall be binding upon Subordinating Party and the heirs, legal representatives, successors, and assigns of Subordinating Party and shall inure to the benefit of, and shall be enforceable by, Outside Lender and its successors and assigns. Subordinating Party waives notice of Outside Lender's acceptance of this Agreement.

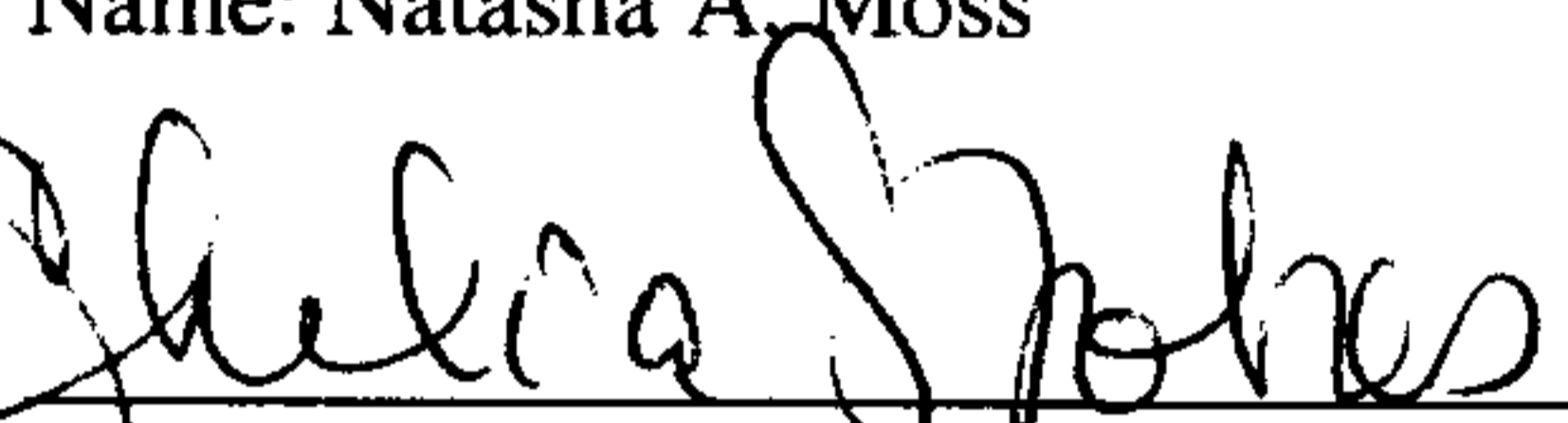
IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year first above written.

*Merrill Lynch Credit Corporation, by
Cendant Mortgage Corporation, Authorized Agent*


Randal S. Maher, Vice President

Signed, sealed, and delivered
in the presence of:


Name: Natasha A. Moss


Name: Shelia Stokes

Corporate Seal

STATE OF NEW JERSEY)

COUNTY OF BURLINGTON)

Randal S. Maher, who is Vice President of Cendant Mortgage Corporation, on behalf of the corporation, acknowledged the foregoing instrument before me this 12th day of May 2003.

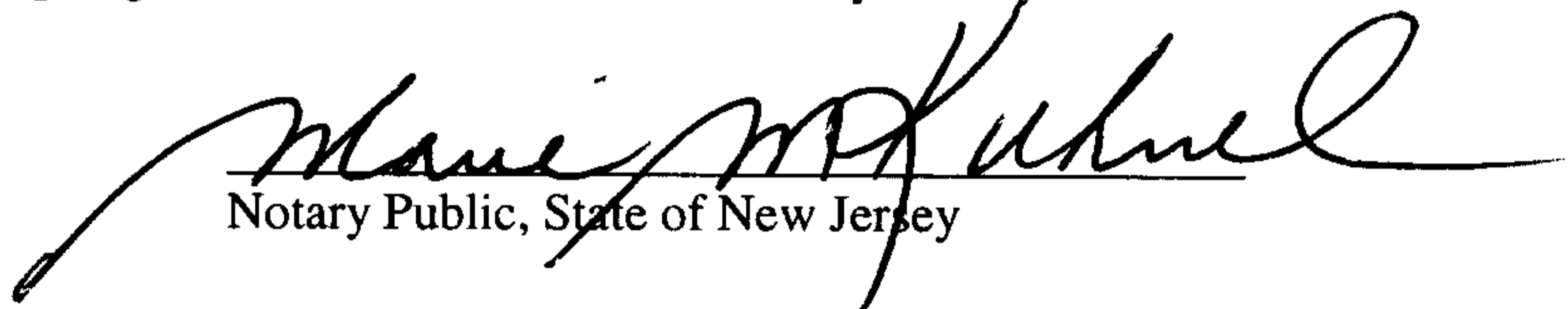

Notary Public, State of New Jersey

Exhibit A

Lot 83 according to the Survey of Weatherly, Kings Crest, Sector 3, Phase 3 as recorded in Map Book 18, Page 38 A & B, Shelby County, Alabama Records.