

SUBORDINATION OF MORTGAGE

03ML 33647

This instrument is made as of July 7, 2003, by Southtrust Bank ("Lienholder"), a Corporation, having a place of business at PO Box 830826, Birmingham, Alabama, 35282-8701.

RECITALS

A. Lienholder is the holder of a note secured by a mortgage (the "Second Mortgage") on the Mortgaged Property, dated November 4, 2002, executed by Lonnie O. Wilson and Cathy B. Wilson and recorded on November 25, 2002 in Book 200211, at Page 58758, in the real estate records of Shelby County, Alabama, pertaining to the real estate located at 194 Woodbrook Drive, Columbiana, Alabama and further described as follows (the "Mortgaged Property"):

Lot No. 3, According to the Survey of McFadden Estates, As Recorded in Map Book 20, Page 142, in the Office of the Judge of Probate of Shelby County, Alabama.
Property Acquired by Warranty Deed Recorded 05/15/90 in Book 1998, Page 17905 of the Conveyance Records of Shelby County, Alabama.

B. The Second Mortgage held by Lienholder is junior and subordinate to a Mortgage (the "First Mortgage") held by Principal Residential Mortgage, Inc on the Mortgaged Property. Lonnie O. Wilson and Cathy B. Wilson, the owner ("Owner") of the Mortgaged Property desires to refinance the First Mortgage loan on the Mortgaged Property.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lienholder agrees as follows:

1. The Second Mortgage held by Lienholder shall be subject and subordinate to a new mortgage ("New Mortgage") securing a loan originated by Principal Residential Mortgage, Incorporated pertaining to the Mortgaged Property and securing a note in an original principal amount not to exceed One Hundred Thousand Seven Hundred Eighteen Dollars (\$100,718.00), bearing interest at a rate not to exceed Five and Three Eighths percent (5.375%) per annum, and made primarily for the purpose of refinancing the First Mortgage loan.

2. Lienholder acknowledges that Principal Residential Mortgage, Inc. is relying on this instrument in making the loan secured by the New Mortgage. Lienholder agrees that the new Mortgage shall have the same validity, priority, and effect as if executed, delivered and recorded prior to the date of the Second Mortgage, provided, however, that nothing in this instrument shall in any way alter, change or modify the terms and conditions of the Second Mortgage, or in any way release or affect the validity or priority of the Second Mortgage, except as provided herein.

Entered into this 7th day of July, 2003.

Southtrust Bank
("Lienholder")



By: Stephen A Pierce
Name: Stephen A Pierce
Title: AVP

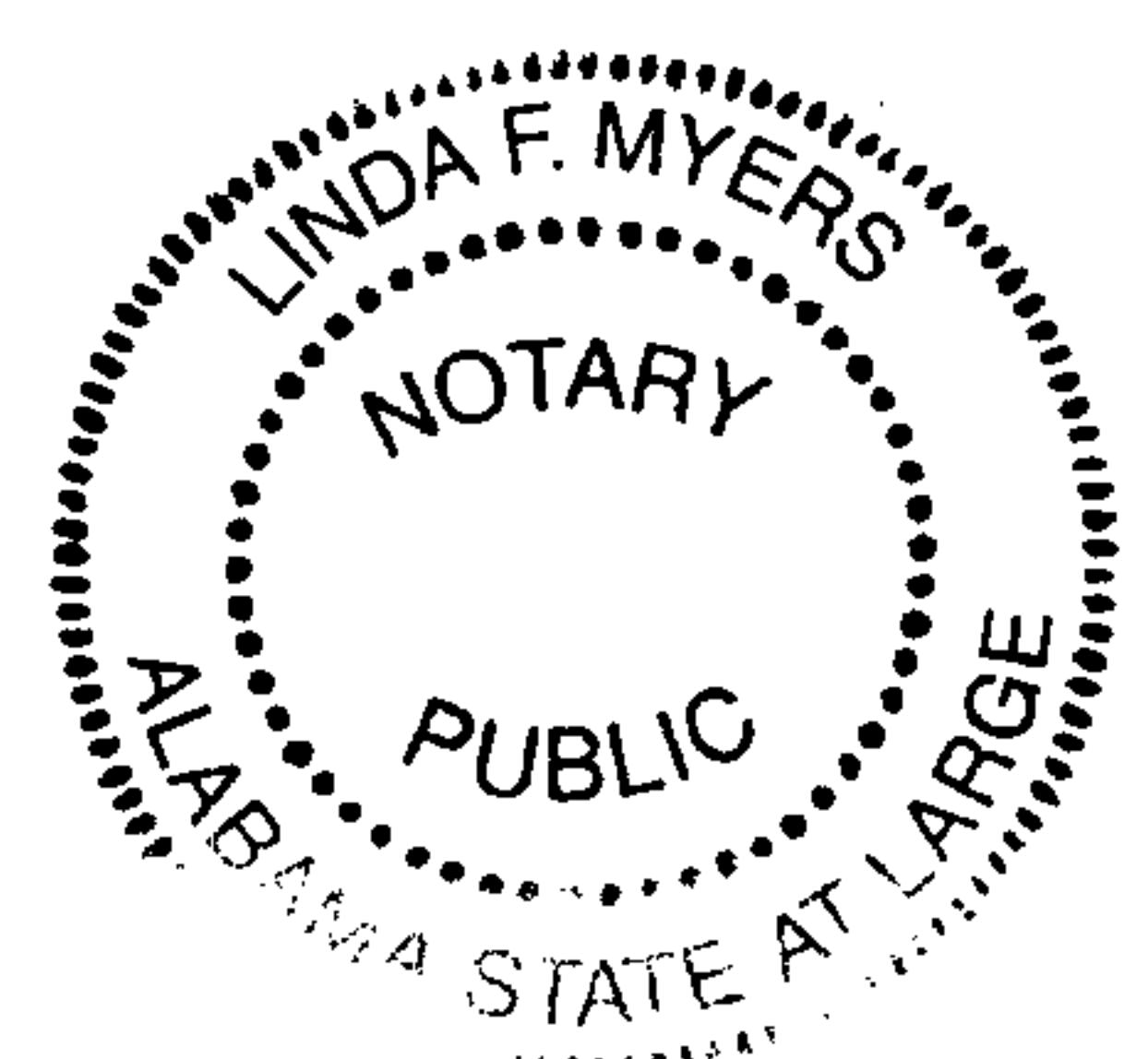
STATE OF Alabama)
COUNTY OF Jefferson) ss.

RETURN TO (NLS):
NATIONS TITLE AGENCY INC.
5370 W. 95TH ST.
SHAWNEE, KS 66207

On this 15 day of July, 2003, before me, a Notary Public, personally appeared, Stephen A Pierce, to me personally known to be the AVP of Southtrust Bank, and who being by me duly sworn, subscribed their name to the foregoing instrument as an officer of said corporation and acknowledged the execution of such instrument as the voluntary act and deed of said corporation.

Linda F Myers
Notary Public

My Commission Expires: MY COMMISSION EXPIRES MAY 30, 2005



Document prepared Principal Residential Mortgage, Inc.

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