

SUBORDINATION AGREEMENT

03NL30633

WHEREAS, South Trust Bank the undersigned, hereinafter referred to as First Party, is the owner of the mortgage dated 11/14/97 and recorded on the 12/05/97, as document No. N/A in Vol. 1997 at page 39764, in the office of the Register of Deeds, Shelby County, State of Alabama, securing a debt in the original amount of \$74,800.00, and covering the following described real estate situated in Shelby County, State of Alabama, to-wit:

LOT 3004, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB, 30TH ADDITION, AS RECORDED IN MAP BOOK 13 PAGE 88 A & B, IN THE OFFICE OF THE JUDGE OF SHELBY COUNTY, ALABAMA

PROPERTY ACQUIRED BY WARRANTY DEED DATED ON 04/25/96 IN CONVEYANCE RECORDS AT 1996/13672 IN COUNTY OF SHELBY, STATE OF ALABAMA.

WHEREAS, James and Twila Kilgore have executed a mortgage in the amount of \$ 259,874.00, dated 8/2 / 2003 to Principal Residential Mortgage Inc., hereinafter referred to as Second Party covering the above described real estate and securing a note of like amount, which mortgage is filed for record in the office of the Register of Deeds, Shelby County, State of Alabama on 8/14/03 at 9:10 o'clock, and recorded as document No. *, in Book * of Mortgages, at page *, of the records of said County and State; and

* 20030814000534030

WHEREAS, Second Party desires that the lien of its mortgage above referred to shall be prior and superior to any right, title, interest, claim or lien which the First Party may have in or to the said premises by virtue of its mortgages first above described;

NOW, THEREFORE, the undersigned in consideration of the premises and the sum of One Dollar (\$1.00) to the First Party in hand paid, the receipt whereof in hereby acknowledged, the said First Party does subordinate all rights created by the mortgages above described to the undersigned First Party, or in any other manner, to the lien of the mortgage to the said Second Party above described, and agrees that the said mortgage to said Second Party shall constitute a first and prior lien upon the real estate described in the mortgage of said Second Party, superior to any right, title interest, claim or lien which the First Party may have in or on said premises, to the same extent as though the mortgage to Second Party was actually executed and recorded prior to the mortgages of the undersigned above described.

IN WITNESS WHEREOF, the said First Party has hereunto caused this instrument to be signed on its behalf by

Stephen A Pierce

thereunto duly authorized so to do this day 7/11 / 2003.

Jenny Housef
Witness Signature



BY:
Title:

Stephen A Pierce
Asst Vice Pres.

Jenny Housef
Witness Printed Signature

Witness Signature

Sarah H. Noyes
Witness Printed Signature Sarah H Noyes

STATE OF Alabama
COUNTY OF Jefferson

On this 7 / 11 / 2003, before me appeared Stephen A Pierce to me personally known, who, being by me duly sworn, did say that they are the representatives respectively, of the Corporation of the State of Alabama, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said acknowledged said instrument to be the free act and deed of said corporation.

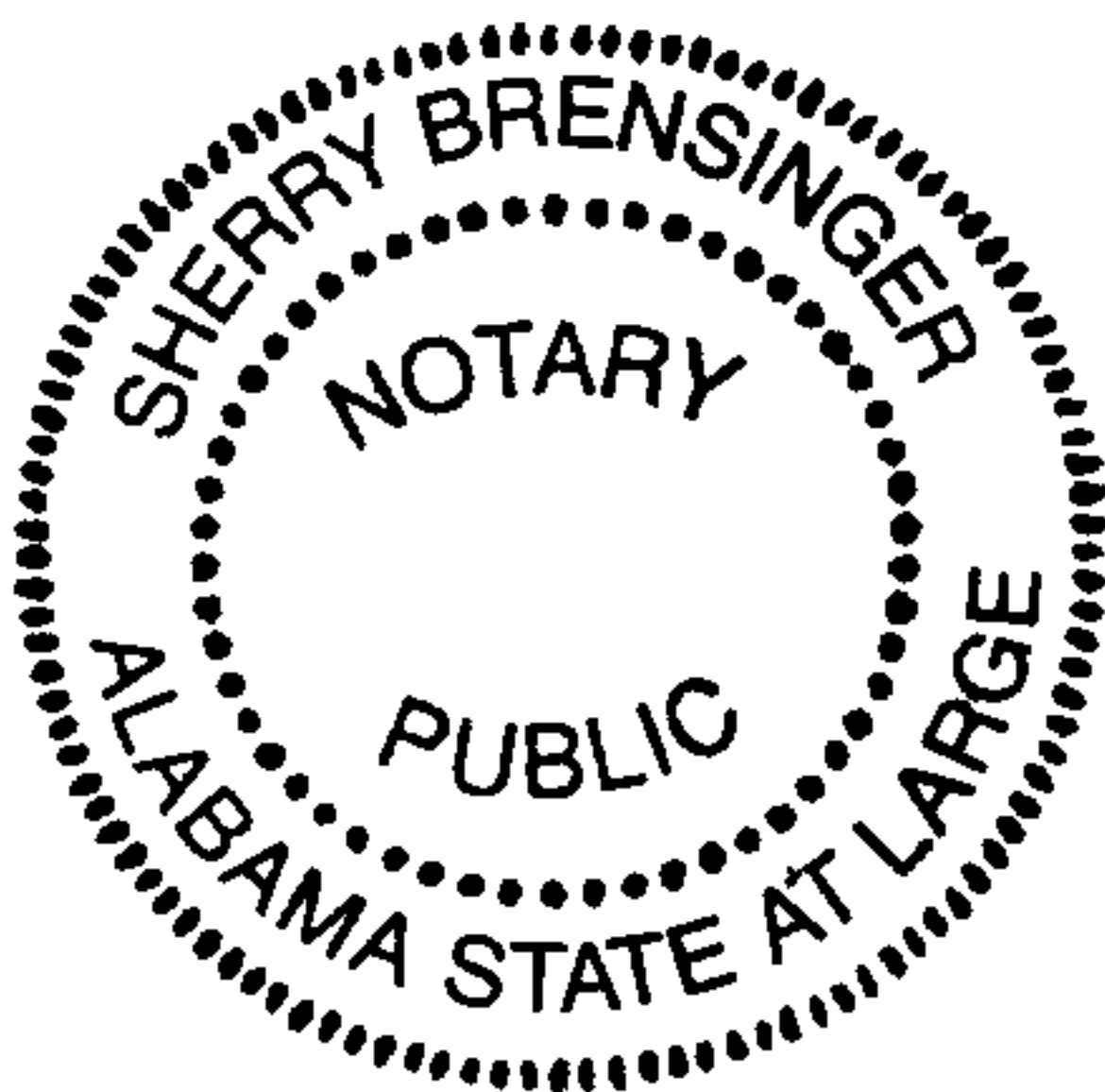
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Sherry Bremsinger

Notary Public

My Commission Expires :

MY COMMISSION EXPIRES
FEBRUARY 24, 2007.



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

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