


Account Number 0300479565


20040227000102260 Pg 1/3 17.00
Shelby Cnty Judge of Probate, AL
02/27/2004 14:54:00 FILED/CERTIFIED

WHEN RECORDED MAIL TO:

Homecomings Financial Network, Inc.
2711 N. Haskell Avenue, Suite 900
Dallas, TX 75204
Attn.: Correspondence Department

THE SUBORDINATION IS NOT VALID FOR RECORDING AFTER NINETY (90) DAYS FROM THE DATE FIRST APPEARING BELOW. ANY CHANGES TO THIS DOCUMENT WITHOUT PRIOR WRITTEN SUBORDINATING LENDER APPROVAL WILL RENDER THIS SUBORDINATION NULL AND VOID.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Subordination Agreement

THIS SUBORDINATION AGREEMENT ("Agreement") is made this 30 January, 2004, by The Chase Manhattan Bank as Indenture Trustee, Residential Funding Corporation, Attorney in Fact ("Subordinating Lender").

WHEREAS, Betty L Barron and Wanda G Barron ("Borrower"), whether one or more, executed a note in the original principal sum of \$75,000.00 dated 08/01/2001, secured by a deed of trust or mortgage of even date therewith in favor of DREAM HOUSE MORTGAGE covering property located at 1263 Siskin Dr, Alabaster, AL 35007, ("Property") recorded on 08/07/2001, as Instrument No: 2001-33180, in Official Records of said County; and See Attached Exhibit "A";

WHEREAS, the note and deed of trust or mortgage have been assigned to Subordinating Lender; and

WHEREAS, Borrower has executed, or is about to execute, a deed of trust or mortgage and note not to exceed the sum of \$90,300.00 ("New Loan") in favor of Regions Bank d/b/a Regions Mortgage ("New Lender"); and

WHEREAS, New Lender is willing to make the New Loan provided the deed of trust or mortgage securing same is a lien or charge upon the Property prior and superior to the lien or charge of the deed of trust held by Subordinating Lender, and provided that Subordinating Lender will specifically and unconditionally subordinate its lien to the lien or charge of the deed of trust or mortgage in favor of New Lender; and

WHEREAS, it is to the mutual benefit of the Borrower, New Lender and Subordinating Lender that New Lender make such New Loan to Borrower; and Subordinating Lender is willing that the deed of trust or mortgage securing same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge held by Subordinating Lender.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce New Lender to make the New Loan, it is hereby declared, understood and agreed as follows:

Hollman

Account Number 0300479565
Borrower Name Betty L Barron and Wanda G Barron
Subordination Agreement
Page 2 of 2

1. The deed of trust or mortgage securing the New Loan in favor of New Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Property, prior and superior to Subordinating Lender's lien or charge.
2. New Lender would not make its New Loan without this Agreement.
3. This Agreement shall be the whole and only agreement with regard to the subordination of the Subordinating Lender's lien or charge to the New Lender's lien or charge.

**The Chase Manhattan Bank as Indenture Trustee, Residential Funding Corporation,
Attorney in Fact, by and through its attorney in fact, Residential Funding Corporation**

By: Scott G. Tenery
Scott G. Tenery
Assistant Vice President

ACKNOWLEDGMENT BY SUBORDINATING LENDER

State of Texas

County of Dallas

On this, the 30 January, 2004, before me, a Notary Public, personally appeared Scott G. Tenery, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in her authorized capacity as Assistant Vice-President of Residential Funding Corporation, for the purposes and consideration therein expressed, as the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jamie Wiesepepe
Notary Public

(Notary Seal)

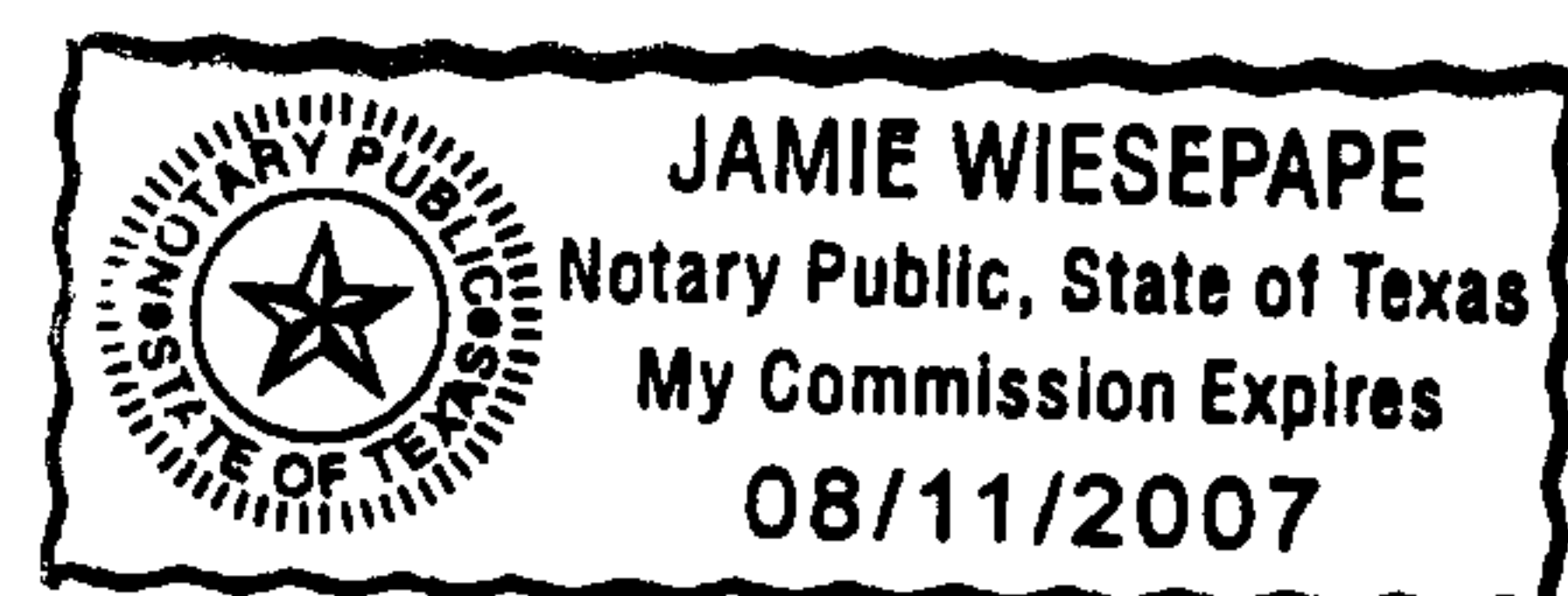


Exhibit A

Lot 10 according to the Survey of Meadowlark as recorded in Map Book 7, Page 98, Shelby County, Alabama Records.

20040227000102260 Pg 3/3 17.00
Shelby Cnty Judge of Probate, AL
02/27/2004 14:54:00 FILED/CERTIFIED

HOLLIMAN, SHOCKLEY & KELLEY
ATTORNEYS OR JIM HOLLIMAN
201 PELHAM PARKWAY
HIGHWAY 31 AT OAK MOUNTAIN
PELHAM, ALABAMA 35124