

SUBORDINATION AGREEMENT

Loan No. : 2351182

Words used in this Agreement are defined below. Words in the singular mean and include the plural and vice versa.

"Borrower" is Robert J. Langford and Judy M. Langford

"Lender" is Principal Residential Mortgage, Inc. , and its successors or assigns.

"Loan" means the debt evidenced by the Note and all sums due under the Security Instrument.

"Note" means the promissory note in the original principal amount of \$119,050.00, signed by Borrower in favor of Lender.

"Property" means the property commonly known as 4026 Meadowood Drive, Birmingham, AL 35242

"Security Instrument" means the Deed of Trust/Mortgage/Security Deed/Security Instrument signed by Borrower in favor of Lender, securing payment of the Note.

"Subordinating Lienholder" is SouthTrust Bank

This Agreement is made and entered into this 30th day of March 2004, by Subordinating Lienholder.

WITNESSETH:

WHEREAS, Lender as a condition precedent to the origination of the Loan to Borrower requires the subordination of the lien held by Subordinating Lienholder;

WHEREAS, Subordinating Lienholder agrees to subordinate its debt and lien on the Property;

NOW THEREFORE, in consideration of the Loan and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Subordinating Lienholder agrees to the following:

1. The Property subject to this Agreement is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

2. The superior debt is more fully described in the Note, and secured by the Security Instrument to be filed of record in the Real Property Records in the county and state referenced in paragraph numbered 1.

The superior debt shall include any amounts disbursed by Lender under the provisions of the Security Instrument for ad valorem taxes and hazard insurance.

3. The subordinated debt is more fully described in a note in the original principal sum of
Forty thousand and no/100ths Dollars
(\$40,000.00), executed by Robert J. Langford and wife, Judy M. Langford
made payable to SouthTrust Bank

and secured by a Mortgage dated 9/4/01
and filed for record in Book 2002, Page 01215
of the Real Property Records of said county and state.

4. Subordinating Lienholder, who is now the holder of the subordinated debt, for the consideration recited above, agrees that the subordinated debt is, by this Agreement, made subordinate, subject, and inferior to the superior debt held by Lender. Subordinating Lienholder agrees that the new Security Instrument shall have the same validity, priority, and effect as if executed, delivered and recorded prior to the date of the subordinate lien. Nothing in this instrument shall in any way modify the terms and conditions of the subordinate lien, or in any way release or affect the validity or priority of the subordinate lien, except as provided herein.
5. This Agreement shall be governed by the laws of the State of Alabama.
6. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

Executed this day of .

SUBORDINATING LIENHOLDER:
SouthTrust Bank

By: Stephen A. Perie

Its: Asst Vice Pres.



RETURN TO:
Principal Residential Mortgage, Inc. c/o
Affiliated Computer Svcs
4153 120th Street
Urbandale, IA 50323-2314

_____ [Acknowledgment(s) Attached] _____

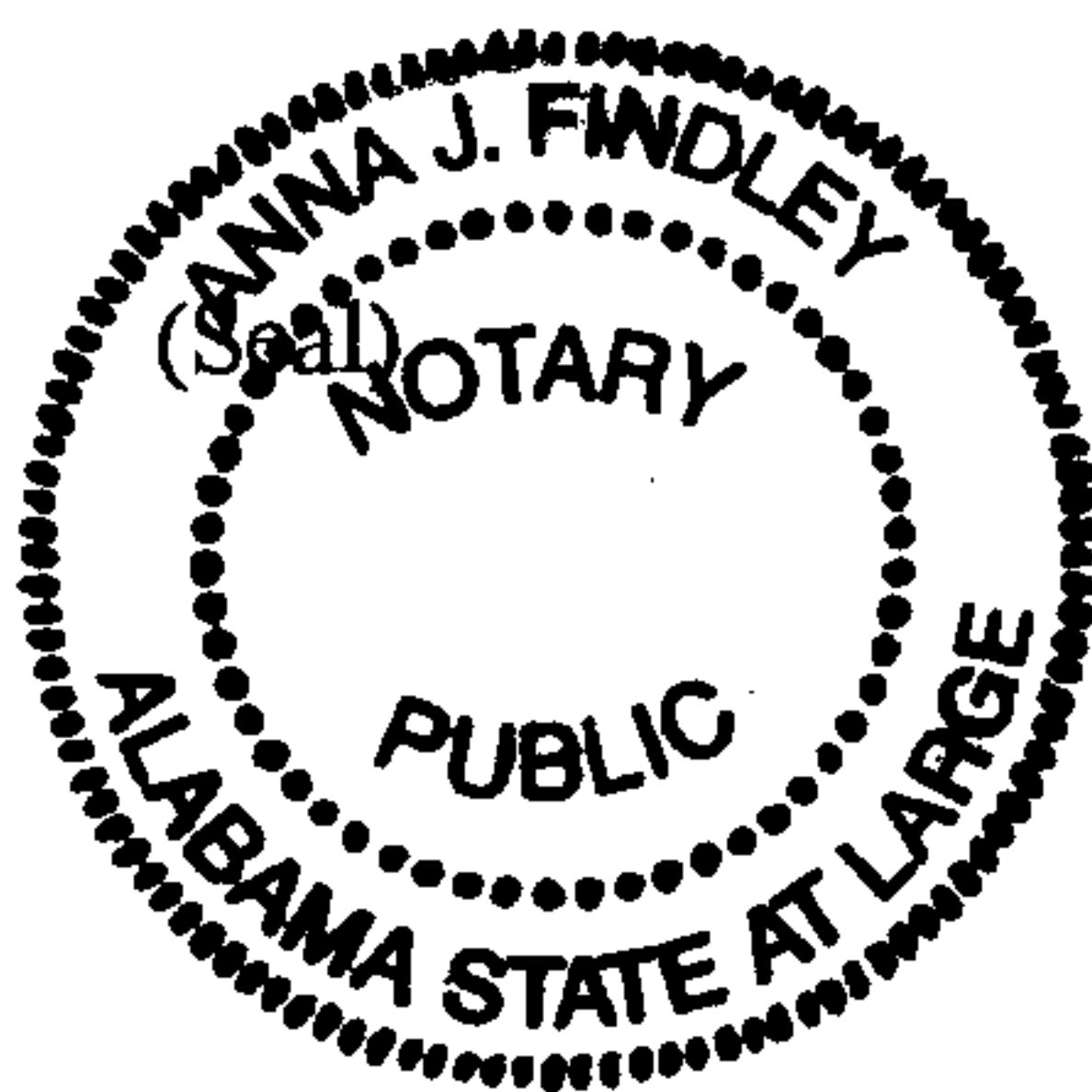
Loan No. : 2351182

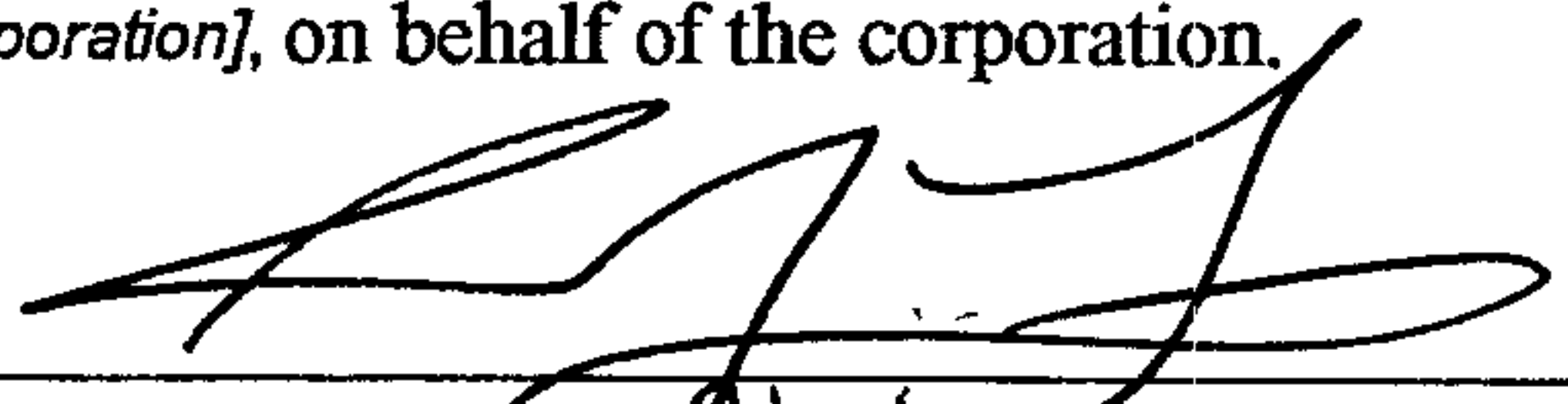
CORPORATE ACKNOWLEDGMENT

State of Alabama
County of Jefferson

§
§
§

The foregoing instrument was acknowledged before me on April 2, 2004 [date],
by Stephen A. Pierce Asst. Vice President SouthTrust Bank, Alabama
[name of officer or agent, title of officer or agent] of [name of corporation acknowledging],
[state or place of incorporation], on behalf of the corporation.




Notary Public, State of Alabama

My Commission Expires: 6/9/06



Form No. 3301 (6/00)
Short Form Commitment, EAGLE
SUPER EAGLE

ORDER NO: 2240389
FILE NO: 2240389
LENDER REF: 2351182

Exhibit "A"

The land referred to in this policy is situated in the **STATE OF ALABAMA, COUNTY OF SHELBY, CITY OF BIRMINGHAM**, and described as follows:

LOT 15, ACCORDING TO THE SURVEY OF MEADOWOOD ESTATES AS RECORDED IN MAP BOOK 10, PAGE 33, IN THE OFFICE OF SHELBY COUNTY, ALABAMA.

Being all of that certain property conveyed to ROBERT J. LANGFORD AND JUDY M. LANGFORD from DAILEY CONSTRUCTION CORPORATION, by deed dated 10/16/87 and recorded 10/22/87 in Deed Book 156, Page 438 of official records.

SOURCE OF TITLE
Instrument No. 2003 03 25000 178160
DEED BK. PAGE