

Account Number 0302312558

20040709000379270 Pg 1/2 14.00
Shelby Cnty Judge of Probate, AL
07/09/2004 10:12:00 FILED/CERTIFIED

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

After Recording, Return to:
Professional Escrow Services, LLC
900 Circle 75 Pkwy., Ste. 1430
Atlanta, GA 30339
(770) 690-8559 (770) 690-9554

22917 ALP-69

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 3 June, 2004, by Residential Funding Corporation ("Subordinating Lender").

WHEREAS, Amos M J Hensley ("Borrower"), whether one or more, executed a note in the original principal sum of \$28,600.00 dated 11/12/2003, secured by a deed of trust or mortgage of even date therewith in favor of E-LOAN, INC. covering property located at 830 Matterhorn Road, Wilsonville, AL 35186, ("Property") which has not yet been recorded; and

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 \$124,820.00 ("New Loan") in favor of Merit Financial, Inc. ("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:

Account Number 0302312558
Borrower Name Amos M J Hensley
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.

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, 3 June, 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 his 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)

