



20050201000050020 Pg 1/3 17.00
Shelby Cnty Judge of Probate, AL
02/01/2005 14:37:00 FILED/CERTIFIED

SUBORDINATION AGREEMENT

This Subordination Agreement, made this 20 day of January, 2005 by Countrywide Home Loans, Inc., present owner and holder of the mortgage and note first hereinafter described.

Whereas, Srinivas Mallampalli and Sai J. Varigonda, hereinafter referred to as Owner, residing at 128 Emily Circle, Birmingham, Al 35242, did execute a mortgage dated 12/18/03 to Countrywide Home Loans, Inc. Covering property located and described as follows:

Lot 23, according to the Survey of the Cedars, as recorded in Map Book 25, Page 134, in the Probate Office of Shelby County, Alabama.

To secure a Note in the sum of \$29,800.00 dated 12/18/03 in favor of Countrywide Home Loans, Inc. Together with a mortgage recorded in 2003 in Inst. No. 20031222000822560 in the Probate Office of Shelby County, Alabama.

Whereas Owner, has executed, or is about to execute a mortgage and note in the sum of \$240,650.00 in favor of Provident Funding Associates, LP hereafter referred to as Lender, payable with interest and upon such terms and conditions as described therein, which mortgage is to be recorded concurrently herewith; and

Whereas, it is a condition precedent to obtaining said loan that Lender's mortgage shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the mortgage first above mentioned.

Now Therefore, in consideration of the mutual benefits accruing to parties hereto, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby declared, understood and agreed as follows:

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1) That said mortgage and note in favor of Lender, shall unconditionally be and remain at all times, a lien on the property therein described, prior and superior to the lien of the mortgage first above mentioned, including any and all advances made under the note secured by the mortgage first above mentioned.

2) Nothing herein contained to the contrary shall affect the validity or enforceability of the mortgage first above mentioned except for the subordination as aforesaid.

Witness hereof on the 20 day of January, 2005.

Countrywide Home Loans, Inc.

Pilar San Juan

By: Pilar San Juan

Its: Assistant Secretary

Seboral Bregda

Witness

STATE OF _____)
COUNTY)

I, a Notary Public in and for said County, in said State, hereby certify that _____ as _____ of Countrywide Home Loans, Inc. whose name is signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, executed the same voluntarily.

Given under my hand and official seal this the _____ day of _____, 2005.

NOTARY PUBLIC

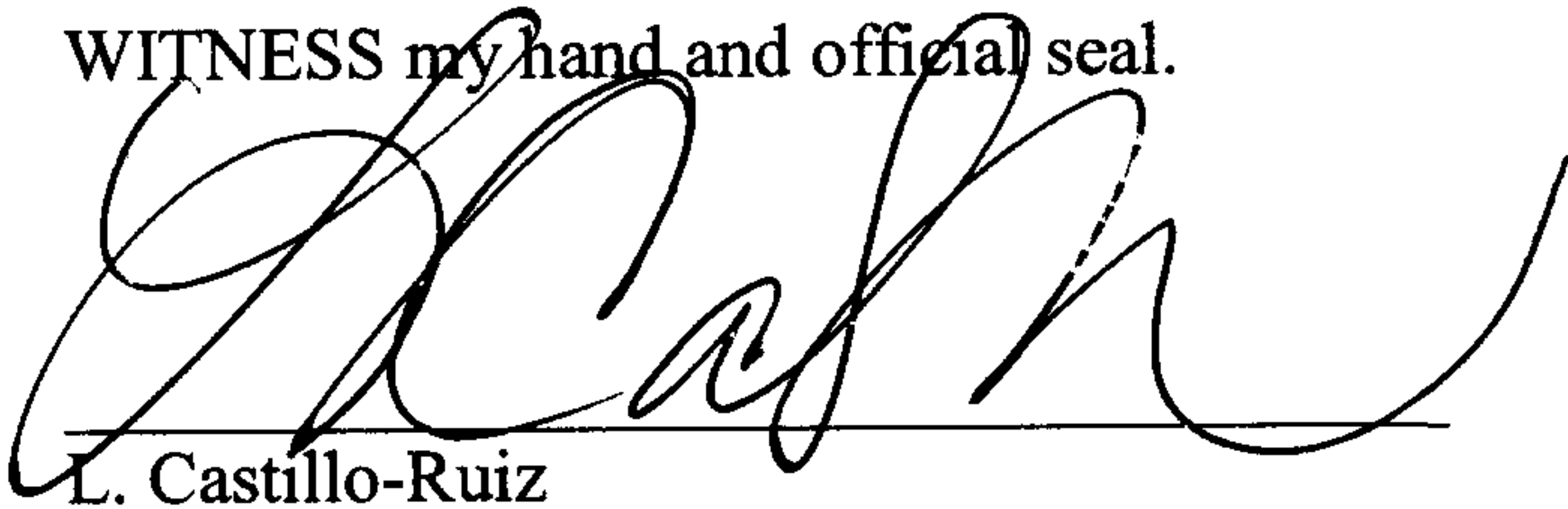
My commission expires: _____

CERTIFICATE OF ACKNOWLEDGMENT

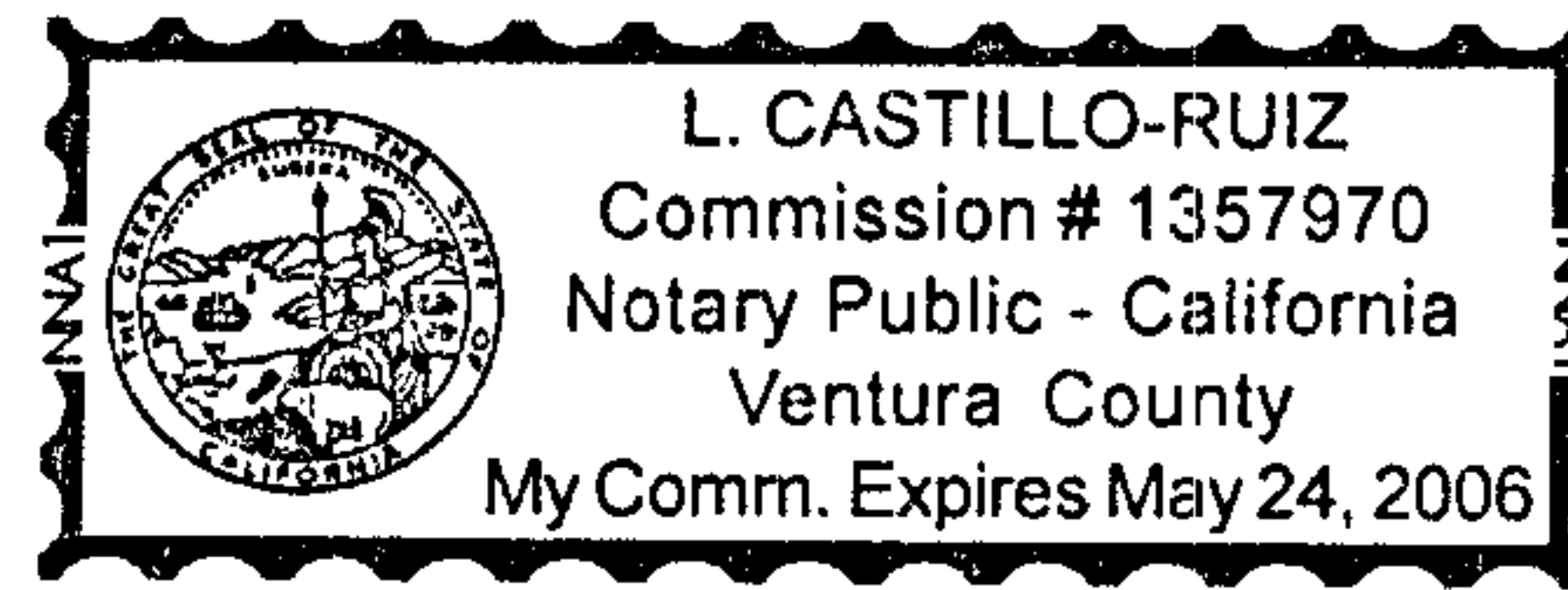
STATE OF CALIFORNIA)
)
COUNTY OF VENTURA) ss.

On this 20 day of January, 2005, before me, **L. Castillo-Ruiz**, Notary Public, personally appeared **Pilar San Juan**, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



L. Castillo-Ruiz
Notary Public - Commission No. 1357970
Commission Expires: May 24, 2006



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