

Account Number 300761186

Return To:
Express Financial Services
National Service Center
P.O. Box 25467
Pittsburgh, PA 15220

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

Prepared by: Courtney Eninger
2711 N. Haskell Ave.
Dallas, TX 75204

Subordination Agreement

THIS SUBORDINATION AGREEMENT ("Agreement") is made this 19 November, 2004, by JPMORGAN CHASE BANK AS TRUSTEE (OR INDENTURE TRUSTEE) f/k/a THE CHASE MANHATTAN BANK AS TRUSTEE (OR INDENTURE TRUSTEE), RESIDENTIAL FUNDING CORPORATION ATTORNEY IN FACT ("Subordinating Lender").

WHEREAS, Deborah R. Buffkin and Rodney C. Buffkin ("Borrower"), whether one or more, executed a note in the original principal sum of \$ 45,200.00 dated 11/09/2001, secured by a deed of trust or mortgage of even date therewith in favor of covering property located at 203 Beaver Creek Circle, Pelham, AL 35124, ("Property") recorded on 11/20/2001, as Instrument # 200150213, in Official Records of said County; 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 \$ 179,500.00 ("New Loan") in favor of Chase Manhattan mortgage N/A J.P. Morgan Chase ("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:



20050711000346140 2/3 \$18.00
Shelby Cnty Judge of Probate, AL
07/11/2005 03:10:57PM FILED/CERT

Account Number 300761186
Borrower Name Deborah R. Buffkin and Rodney C. Buffkin
Subordination Agreement
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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.

JPMORGAN CHASE BANK AS TRUSTEE (OR INDENTURE TRUSTEE) f/k/a THE CHASE MANHATTAN BANK AS TRUSTEE (OR INDENTURE TRUSTEE), RESIDENTIAL FUNDING CORPORATION ATTORNEY IN FACT, by and through its attorney in fact, Residential Funding Corporation

By: Courtney Ehinger
Courtney Ehinger
Assistant Vice President

ACKNOWLEDGMENT BY SUBORDINATING LENDER

State of Texas

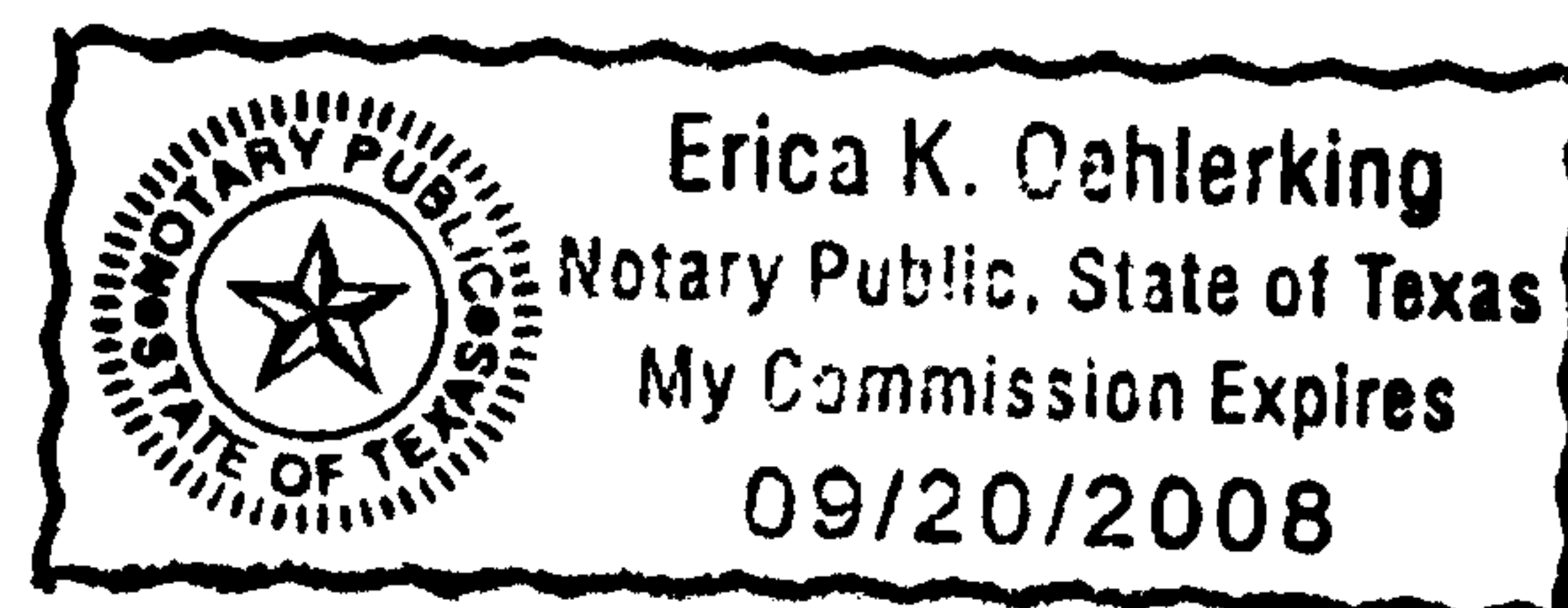
County of Dallas

On this, the 19 November, 2004, before me, a Notary Public, personally appeared Courtney Ehinger, 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.

Erica K. Oehlerking
Notary Public

(Notary Seal)



Order Number: 000565789

Re: Rodney Buffkin
Deborah Buffkin

203 Beaver Creek Circle
PELHAM, AL 35124
SHELBY County



20050711000346140 3/3 \$18.00
Shelby Cnty Judge of Probate, AL
07/11/2005 03:10:57PM FILED/CERT

EXHIBIT 'A'

ALL THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY,
ALABAMA TO-WIT:

LOT 113, ACCORDING TO THE SURVEY OF BEAVER CREEK PRESERVE, FIRST
SECTOR, AS RECORDED IN MAP BOOK 24, PAGE 63, IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA.