Loan# 286508/3

20050928000505090 1/3 \$17.00 Shelby Cnty Judge of Probate, AL 09/28/2005 11:42:56AM FILED/CERT

SHAMROCK TITLE, INC. LAWRENCEVILLE, GA 30044 Houston, TX 27042 powed by James Dubb

SUBORDINATION AGREEMENT

Borrower: Craig & V Elizabeth S. Nelson
Property Address: 4272 Milner Rd East Birning ham AL 35242
This Subordination Agreement dated 9-8-05, is between COMPASS BANK, (Junior Lender),
and Network Funding LP (New Senior Lender).
RECITALS
COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$ 55, 125.00
dated 11-15-04, and recorded on 12-07-04 (date), in Shelley
(County), Alabama (State).
Borrowers are current owners of the Property, and wish to replace their current first position mortgage loan
on the Property with a new first position mortgage loan secured by the Property from New Senior Lender in
the new principal sum of \$ $352,000$ Dated: $9-12-05$. This will be the New

1. Subordination of Junior Lender's Interest.

Junior Lender agrees that its security interest and all of Junior Lender's rights thereunder shall at all times be inferior and subordinate to the Senior Lender's new security instrument and Senior Lender's rights in the Property, including any extensions, renewals, or modifications up to a maximum amount of \$ 55/125—, plus interest. Junior Lender consents without possibility of revocation, and accepts all provisions, terms and conditions of the New Senior Lender's Security Instrument.

2. No Subordination to Additional Matters

Junior Lender is subordinating its lien/security interest to the Senior Lender's security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien-security interest.

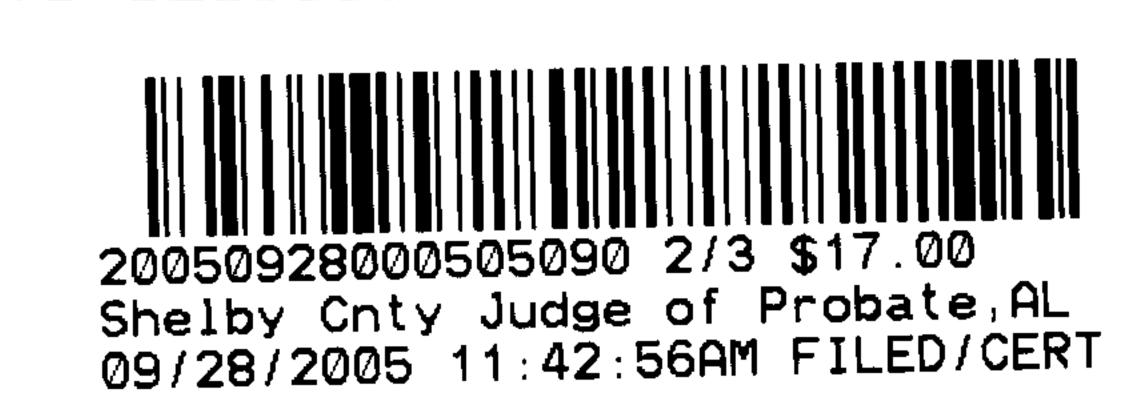
3. No Waiver of Notice

Senior Security Instrument.

Upon the execution of the subordination of Junior Lender's security instrument to the new Senior Lender, the Junior Lender waives no rights it may have, if any, under the laws of the State in which the Property is located, or any Federal rights to which the Junior Lender may be entitled.

4. Assignment

This agreement shall be binding upon and inure to the benefit of the Junior Lender and Senior Lender, and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.



This Agreement and any related documents represent the complete and integrated understanding between Junior Lender and New Senior Lender pertaining to the terms and conditions of this Agreement. Any waiver, modification, or innovation of this agreement must be in writing, executed by New Senior Lender, (or its successors or assigns), or Junior Lender, (its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

9. Waiver of Jury Trial

Junior Lender and the New Senior Lender hereby waive any right to trial by Jury in any action arising out of, or based upon this Agreement.

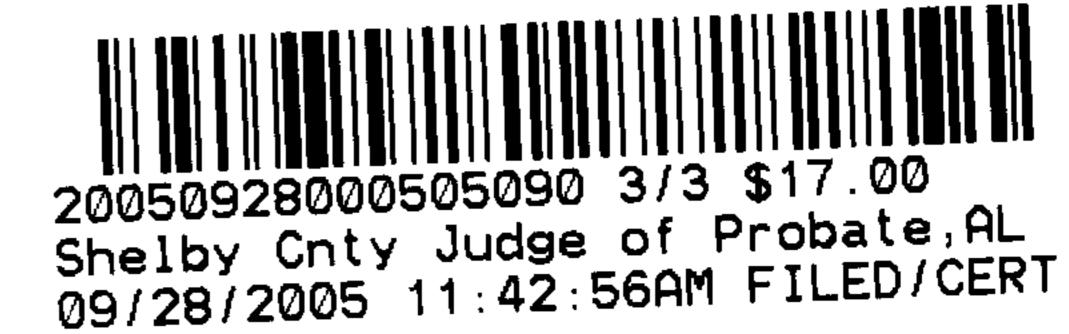
10. Acceptance

New Senior Lender and Junior Lender acknowledge that they have read, understand, and agree to the terms and conditions of this Agreement. This Agreement must be recorded within 90 days of the date of the Agreement, or the Agreement will be null and void.

Junior Lender: Viellie S. Whatley
Title: SVP
New Senior Lender:
Title: Mortgage Banker
State of Algorna
County of Jesserson
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Vickie S. What I was name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 970 day of Sept. 2005 State of Usuama Public Notary Public
County of Shelly
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Shurt whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date. Given under my hand and official seal this day of
(Seal) Music Barringer Notary Public

AMERICAN PIONEER TITLE INSURANCE COMPANY

COMMITMENT



SCHEDULE B-SECTION 1 REQUIREMENTS

Commitment No. S-05-11390

File No. S-05-11390

The following are the requirements to be complied with:

Instrument(s) creating the estate or interest to be insured must be approved, executed and tiled for record towit:

DEED OF TRUST: Craig Bradley Nelson and Elizabeth S. Nelson to a proposed lender

- 2. Payment of the full consideration to, or for the account of, the granters or mortgagors.
- 3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- 4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
- 5. Exceptions 3 and 4 of Schedule B Section 2 of this commitment may be amended in or deleted from the policy to be issued if a survey, satisfactory to the Company, is furnished to Company.
- Satisfaction and cancellation of Deed to Secure Debt from Craig Bradley Nelson and Elizabeth S. Nelson to Nbank, NA, dated 11/15/04, recorded 12/07/04, in Instrument Number 20041207000667780, in Shelby, County, Alabama records, in the original amount of \$294,000.00

Safisfaction and cancellation of Deed to Secure Debt from Craig Nelson and Elizabeth S. Nelson to Compass—Bank, dated 11/15/04, recorded 12/07/04, in Instrument Number 20041207000667790, in Shelby, County.

Alabama records, in the original amount of \$55,125.00.

8. Proof of payments in full of all current and past assessments due to the homeowners' association relating to the captioned property.

NOTE: This commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of not force and effect unless all schedules are included, along with any Rider pages incorporated by tofercome in the insert pages.

SC 2 Rev 2/93