Loan# 28650813

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

AFTER RECORDING
PLEASE RETURN TO:
Return To:
SHAMROCK TITLE, INC.
TEL: 678-990-1577
3664 CLUB DR. SUITE 202
LAWRENCEVILLE, GA 30044
Prepared by Jamie Hutts

Network Funding LP
9700 Richmond ave
Ste 320
Houston, TX 77042

SUBORDINATION AGREEMENT

Borrower: Craig B & Elizabeth S. Nelson

Property Address: 4272 Milner Rd East Birmingham, 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 Shelby (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 $ 252,000 Dated: 9-12-05. This will be the New Senior Security Instrument.

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
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.

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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: Vickie S. Whatley

Title: SVP

New Senior Lender: [signature]

Title: Mortgage Banker

State of Alabama

County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Vickie S. Whatley, 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 9th day of Sept., 2005

(Seal) RICHARD A. BOACKLE JR NOTARY PUBLIC ALABAMA STATE AT LARGE

[signature]
Notary Public

State of Alabama

County of Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lewis Smith, 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 8 day of September, 2005.

(Seal)

Susan D Barringer
Notary Public

AMERICAN PIONEER TITLE INSURANCE COMPANY

COMMITMENT

20050928000505090 3/3 $17.00
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SCHEDULE B - SECTION 1
REQUIREMENTS

Commitment No. S-05-11390

File No. S-05-11390

The following are the requirements to be complied with:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record to-wit:

   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 grantors 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.
6. 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
7. Satisfaction 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 reference in the insert pages.

SC 2 Rev 2/93