AFTER RECORDING PLEASE RETURN TO:

Karim L. Budhwani 1917Crestridge Drive Birmingham, AL 35244

PLBASE RETURN TO REC. DEPT

Lender's First Choice
3850 Royal Avenue
Simi Valley, CA 93063

20051026000556870 1/3 \$17.00 Shelby Cnty Judge of Probate, AL 10/26/2005 12:45:22PM FILED/CERT

SUBORDINATION AGREEMENT

Borrower: Karim L. Budhwani					
Property Address: 1917 Crestridge Drive, Birmingham, AL 35244					
This Subordination Agreement dated 06/20/2005, is between COMPASS BANK, (Junior Lender),					
and ABN AMRO Mortgage Group, Inc. ISAOA(New Senior Lender).					
RECITALS					
COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$90,000.00,					
dated 05/09/2005, and recorded on 06/08/2005 (date), in Jefferson					
(County), Alabama (State). as Instrument # 2005060800012769					
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 \$.225,000.00 Dated: $\frac{7}{14}/05$ 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					

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 \$225,000. Poly 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.

5. Governing (Applicable) Law

This agreement shall be governed by the laws of the State in which the Property is located.

6. Reliance

This Agreement can be relied upon by all persons having an interest in the Property or the New Security Instrument.

7. Notice

Any notice or other communication to be provided under this agreement shall be in writing and sent to the parties at the address described in this Agreement, or such other address as the parties may designate in writing from time to time.

8. Entire Agreement (Integration)

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 novation 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:	Ina Williams		
	Title: AVP			
	New Senior Lender: Title:			20051026000556870 2/3 \$17 20051026000556870 2/3 \$17 Shelby Cnty Judge of Prob 10/26/2005 12:45:22PM FIL
	State of Habana County of deffection			
NA WILL	known to me, acknowled they/he/she executed the	ed, a Notary Public in and for said whose name(s) is/are leged before me on this day that, be same voluntarily on the day the sy hand and official seal this	signed to the foregoin eing informed of the co ame bears date	g instrument, and who is ontents of the instrument,
	State of County of	- MA STATE		
	I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, 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.			
		hand and official seal this	day of	, 20
		(Seal)	•	
			Notary Public	

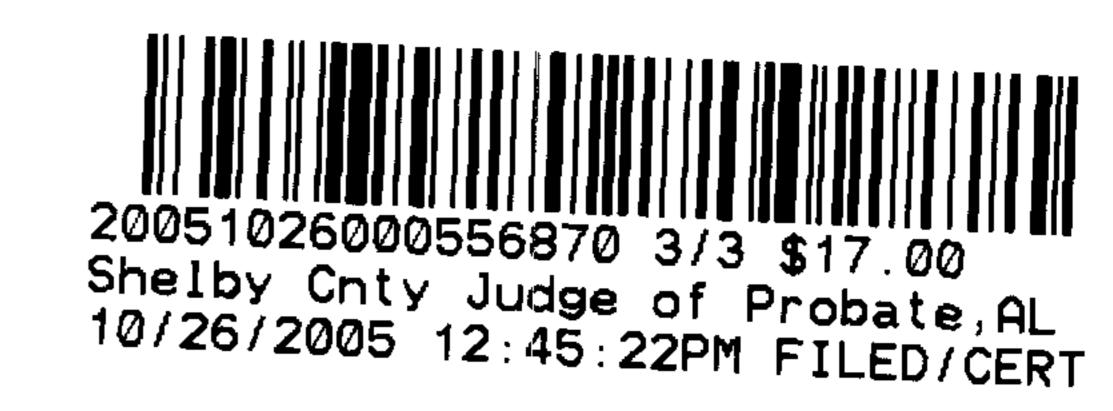


EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA: LOT 1206, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB, 19TH ADDITION AS RECORDED IN MAP BOOK 9, PAGE 59, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

FOR INFORMATIONAL PURPOSES ONLY: THE APN IS SHOWN BY THE COUNTY ASSESSOR AS APN: 11-7-26-0-001-055.024; SOURCE OF TITLE IS DOCUMENT NO. 1999-41574 (RECORDED 10/06/99).