


Account Number 302253851


20051129000615880 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
11/29/2005 11:31:22AM FILED/CERT

~~WHEN RECORDED MAIL TO:~~

Homecomings Financial Network, Inc.
2711 N. Haskell Avenue, Suite 900
Dallas, TX 75204
Attn.: Escrow Department

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

05 LA 09486

Subordination Agreement

THIS SUBORDINATION AGREEMENT ("Agreement") is made this 26 October, 2005, by MORTGAGE ELECTRONIC REGISTRATION SYSTEM, INC. AND ITS SUCCESSORS AND ASSIGNS ("Subordinating Lender").

WHEREAS, Laura Deann Argo and John T. Argo ("Borrower"), whether one or more, executed a note in the original principal sum of \$ 50,000.00 dated 10/03/2003, secured by a deed of trust or mortgage of even date therewith in favor of AEGIS MORTGAGE CORPORATION covering property located at 1130 Amberly Woods Dr, Helena, AL 35080, ("Property") recorded on 10/15/2003, as Instrument # 20031015000691060, 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 \$ 136,000.00 ("New Loan") in favor of JPMORGAN CHASE BANK, N.A. ("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:



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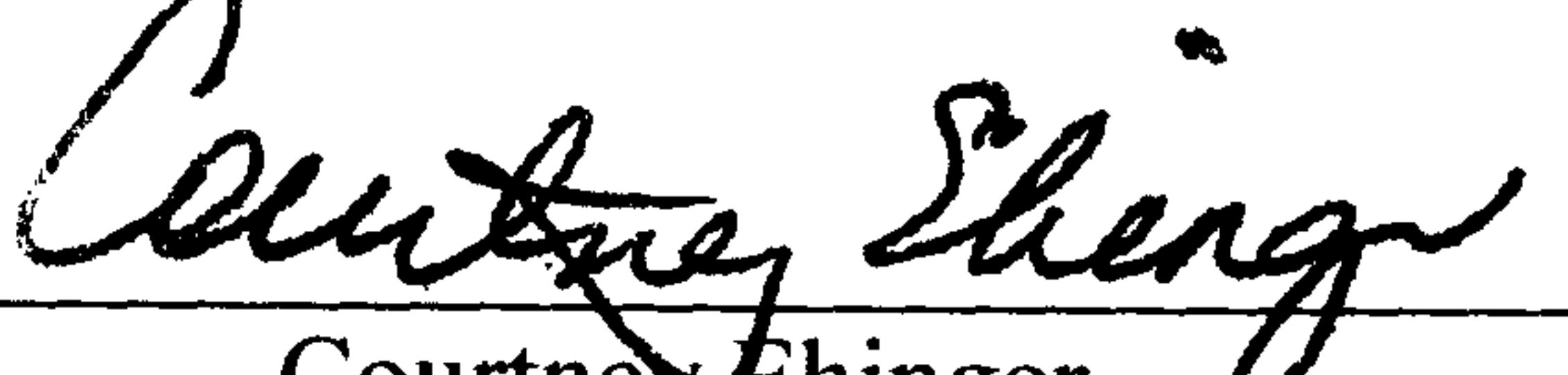
Account Number 302253851
Borrower Name Laura Deann Argo and John T. Argo
Subordination Agreement
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1. The deed of trust or mortgage securing the New Loan in favor of New Lender, and any renewals or extensions thereof, shall unconditionally be and remain 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.

**MORTGAGE ELECTRONIC REGISTRATION SYSTEM, INC. AND ITS SUCCESSORS
AND ASSIGNS, by and through its attorney in fact, Residential Funding Corporation**

Prepared By:

By:


Courtney Ehinger
Assistant Vice President


ACKNOWLEDGMENT BY SUBORDINATING LENDER

State of Texas

County of Dallas

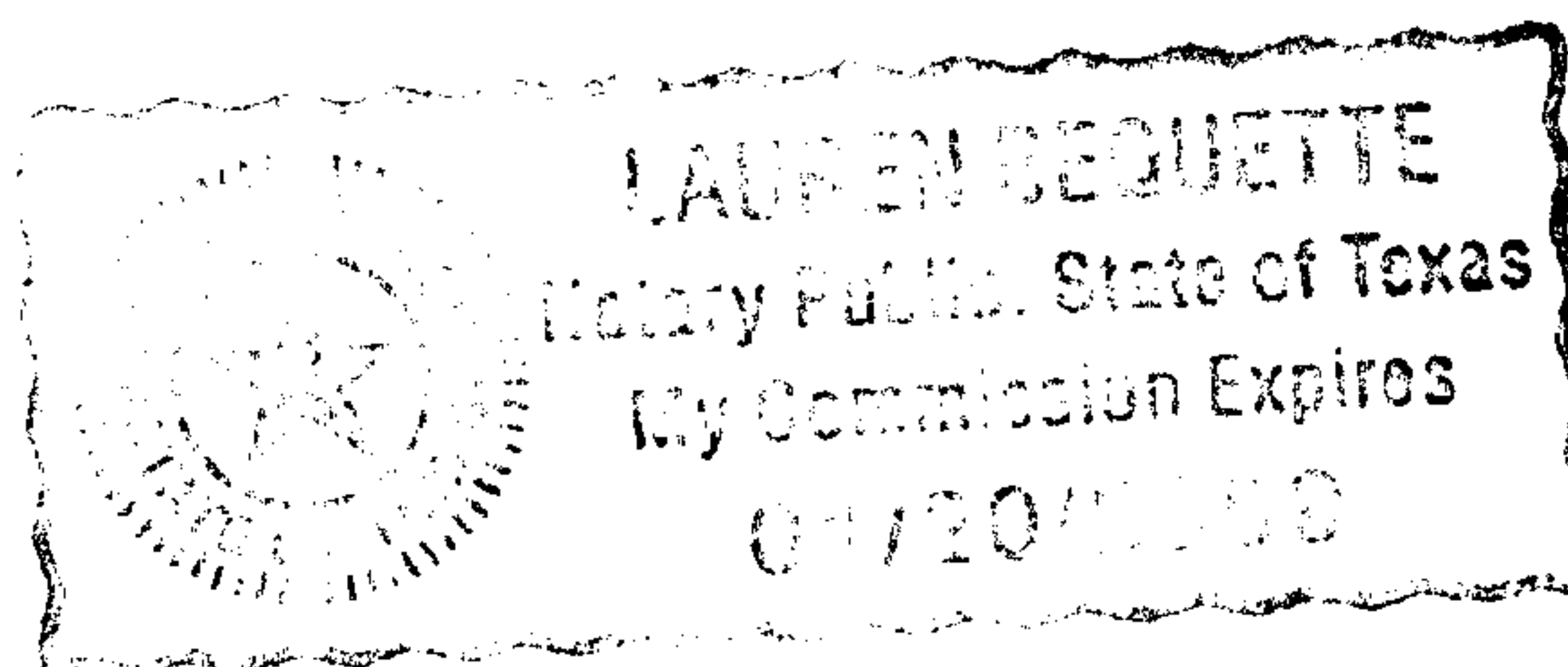
On this, the 26 October, 2005, before me, a Notary Public, personally appeared Courtney Ehinger, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in her 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.


Notary Public *Lauren Bequette*

(Notary Seal)

RETURN TO: GERRI EDWARDS
NATIONS TITLE OF LOUISIANA
13348 COURSEY BLVD., SUITE A
BATON ROUGE, LA 70816
1-800-755-6639



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LEGAL DESCRIPTION

05CM58541

LOT 19, ACCORDING TO THE SURVEY OF AMBERLY WOODS, 1ST SECTOR, AS
RECORDED IN MAP BOOK 18, PAGE 137 IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA

PROPERTY ACQUIRED BY LAURA DEANN ARGO AND JOHN T. ARGO BY
WARRANTY DEED DATED FEBRUARY 24, 1998 AND RECORDED IN THE
CONVEYANCE RECORDS AT INSTRUMENT NUMBER 199807549 OF SHELBY
COUNTY, ALABAMA.