

SUBORDINATION AGREEMENT

THIS AGREEMENT (the "Agreement"), is made this 8th day of November, 2007 by and between NATIONAL CITY BANK (the "Beneficiary") and NationPoint a Division of First Franklin Financial Corporation, an Op. Sub. Of MLB&T Co. FSB Its Successors and/or Assigns, as their interest may appear (the "Lender") with regard to certain financial obligations of Alma E. Myers and Edward G. Myers (The "Borrower") whether one or more.

WHEREAS, First Franklin, a division of National City Bank of Indiana, the holder of a Mortgage/Deed of Trust from the Borrower encumbering property known as 5030 Indian Valley Road, Birmingham, AL 35244, dated September 29, 2005 and recorded October 27, 2005 as Instrument No. 20051027000560480, securing an obligation in the amount of Thirty Seven Thousand Nine Hundred and 00/100 (\$37,900.00). According to the public records, the beneficial interest under the deed of trust was assigned to First Franklin Financial Corporation by assignment recorded February 28, 2006 as Instrument No. 20060228000094710 of Official Records.

WHEREAS, Borrower has requested a loan from Lender in the maximum principal amount of **One Hundred Fifty Six Thousand and 00/100 Dollars (\$156,000.00)**, or renewed from time to time, and to be secured by a mortgage/deed of trust encumbering said Property, of even date therewith from the Borrower to the Lender (the "Mortgage").

WHEREAS, as a condition precedent to making the Loan, the Lender requires that the Mortgage establish a first lien on a security interest in the Property.

NOW, THEREFORE, IN CONSIDERATION of the premises which are made a substantive part of this Agreement, the sum of Two Hundred Fifty dollars (\$250.00), the receipt whereof is hereby acknowledged, and the mutual covenants, promises, and agreements hereinafter set forth, and intending to be legally bound hereby, the parties do hereby covenant, promise, and agree as follows:

1. Following due execution and recordation of Mortgage the Beneficiary subordinates the priority of its mortgage to the lien and priority of the Mortgage.
2. As between the Beneficiary and the lender, the Mortgage of the Lender shall be a prior lien upon the property with all of the rights, privileges and remedies of a prior lien incident thereto; and said parties further agree that this waiver is not a waiver of priority of payments due thereon, nor does it require that the superior lien of the Lender be satisfied prior to satisfaction of the mortgage lien of the Beneficiary, and in no way affects or impairs the obligation and debt due to the Beneficiary and is limited solely to the aforesaid Lender and no others; provided that the Mortgage of the Lender shall not be further subordinated to any other mortgage, lien or encumbrance without the prior written consent of the Beneficiary.
3. This Agreement shall not be construed to apply to any sums which may be extended or advanced by the Lender over and above the maximum amount referred to above, whether the same shall be extended or advanced in the form of renewal(s), modification(s), refinance(s) or rewriting(s) of the Borrower's loan.
4. This Agreement shall only be construed to determine the rights of the parties hereto with respect to each other and shall not be construed to provide any benefit to any other party. In the event a lawful authority determines that the Lender's Mortgage is defective in providing the Lender with a lien on the Property, the Beneficiary's subordination as evidenced in this Agreement shall be void.
5. This agreement shall be binding upon and inure to the benefit of the parties of this Agreement and to their successors, assigns and/or personal representatives.
6. Any modifications of this Agreement shall not be effective unless in writing and signed by the party to be charged. Should any clause be found enforceable, it shall be treated as severed from this Agreement and shall not affect the enforceability of the balance of this Agreement.

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Shelby Cnty Judge of Probate, AL
12/13/2007 08:41:12AM FILED/CERT

WITNESS the duly executed and authorized signature of the parties to this Agreement as of the day and year first above written.

ATTEST:

Tricia Hurley
Tricia Hurley

Home Loan Services, Inc. as servicer for
NATIONAL CITY BANK

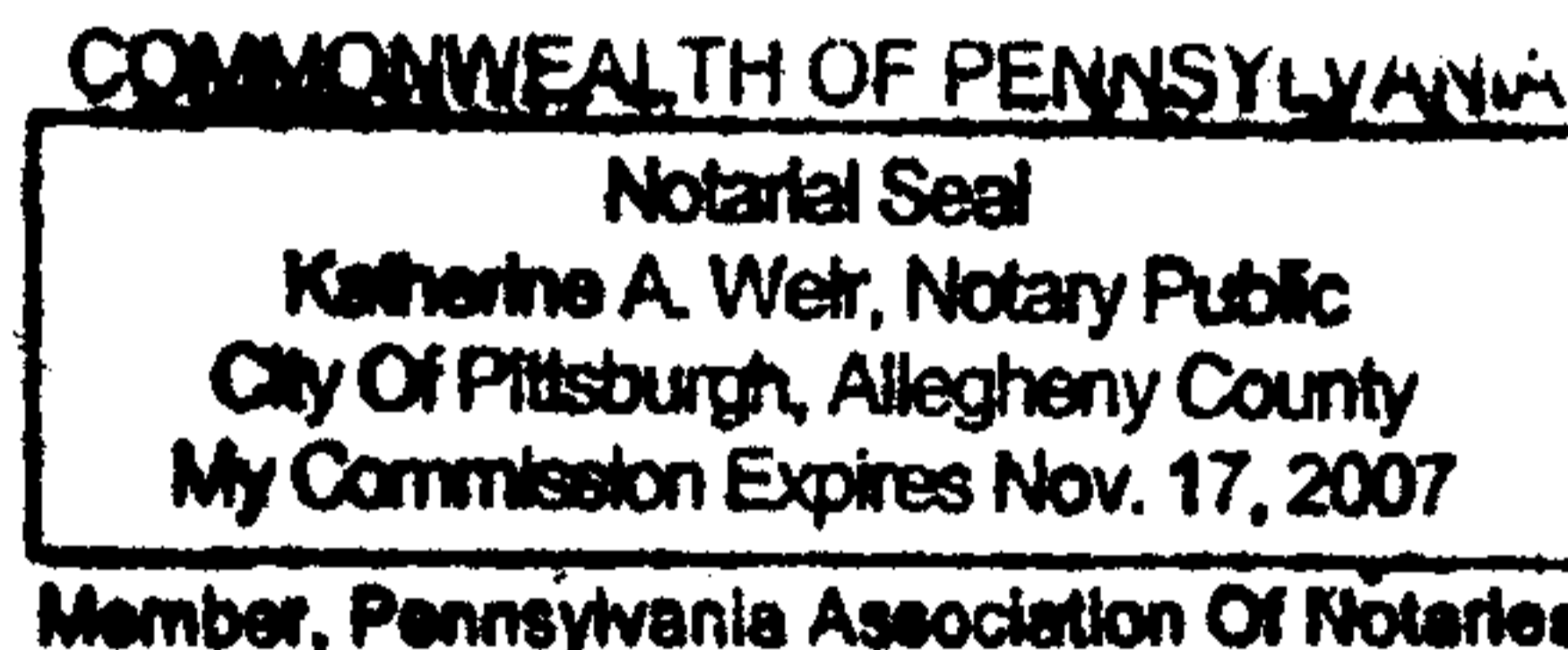
By: Eileen Papariella (SEAL)
Name: Eileen A. Papariella
Title: Assistant Vice President

State of Pennsylvania)
County of Allegheny) SS:

Eileen A. Papariella of Home Loan Services Inc. acknowledged the foregoing instrument before me this 8th day of November 2007, on behalf of the Beneficiary. She is personally known to me and did take an oath.

Katherine A. Weir
Notary Public

My Commission expires: 11/17/07



ATTEST:

LENDER:
By: Kristie Martin (SEAL)
Name: KRISTIE MARTIN
Title: DIRECTOR, OPERATIONS

State of CA
County of Orange) ss:
)

The foregoing instrument was acknowledged before me this, the 21st day of November 2007, by Kristie Martin, Director of the Corporation. ~~He~~ she is personally known to me and did take an oath.

Romlee Perdon
Notary Public

My Commission expires:
Feb 18, 2010

