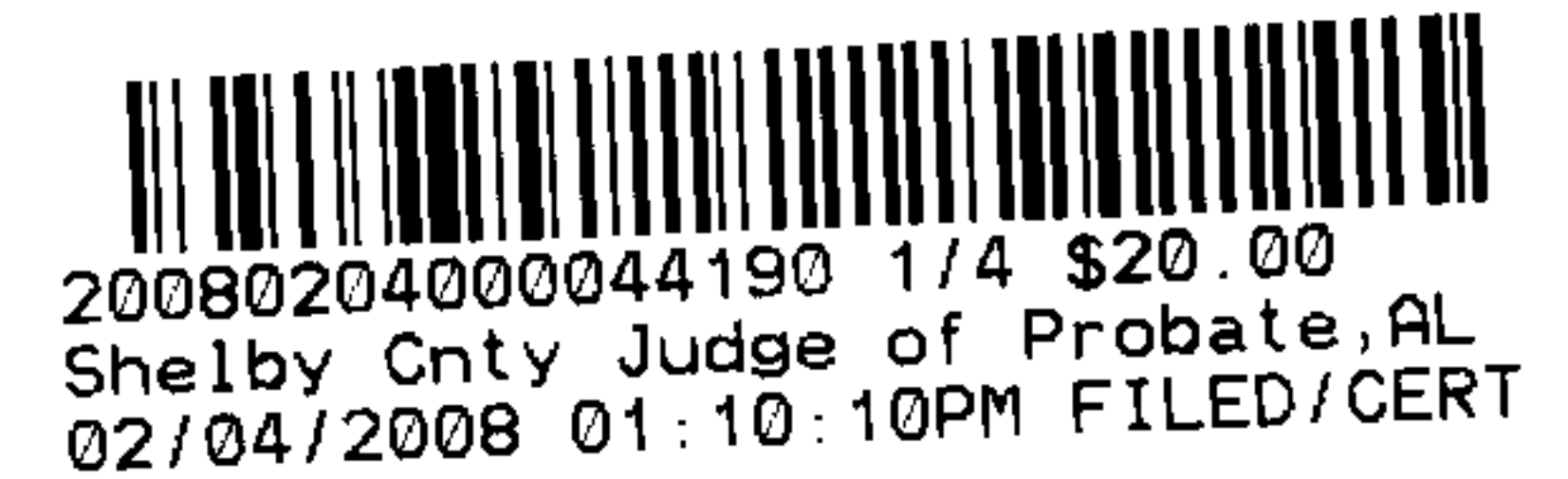




STATE OF ALABAMA :

COUNTY OF SHELBY :

SUBORDINATION AGREEMENT

THIS AGREEMENT is made this 1TH day of JANUARY, 2008, between **BOBBY E. ALDRIDGE**, a married man and **KAREN R. ALDRIDGE**, an unmarried woman, ("Mortgagors"); **COUNTRYWIDE HOME LOANS, INC.** ("Postponing Party").

WHEREAS, said Mortgagors are the owners of real property located in Shelby County, Alabama, described as follows:

LOT 4, BLOCK 5, ACCORDING TO THE SURVEY OF INDIAN HILLS, SECOND SECTOR, AS RECORDED IN MAP BOOK 4 PAGE 91 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

WHEREAS, the above-recited real property was encumbered by a mortgage given and executed by Mortgagors to Postponing Party dated the 25th day of May, 2000, and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument #2000-18040, to secure the payment of the principal sum of TWENTY THOUSAND DOLLARS (\$20,000.00) which said mortgage is presently secured upon the said premises; and

WHEREAS, a mortgage has been given by the said Mortgagors to the Subsequent Mortgagee for the purpose of securing the payment of the principal sum of ONE HUNDRED THIRTY THREE THOUSAND FIVE HUNDRED DOLLARS (\$133,500.00), dated the 31ST day of JANUARY, 2008, and intended to be forthwith recorded, as aforesaid, which said mortgage is secured on the premises hereinabove described; and

WHEREAS, it is the desire and intention of the parties hereto to subordinate the lien and operation of the mortgage first above-recited for the full balance thereof, to the lien and operation of the mortgage second above-recited, so that the said mortgage second above-recited shall and will become a lien upon the said premises and the mortgage first above-recited be subordinated thereto in every manner whatsoever.

NOW, WITNESS: That the parties hereto, intending to be legally bound hereby, in consideration of the premises and of the advantages to be derived from these presents, as well as other good and valuable consideration, each to the other well and truly paid at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, agree that the said mortgage first above recited, given and executed by Mortgagors to Postponing Party dated the 25th day of May, 2000, and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument #2000-18040, secured upon the premises as therein described be, and the same is by these presents, made junior in lien and subordinated to the lien and operation of the said mortgage second above-recited given and executed by Mortgagors to Subsequent Mortgagee dated the 31ST day of JANUARY, 2008, and intended to be forthwith recorded as aforesaid, in the principal sum of ONE HUNDRED THIRTY THREE THOUSAND FIVE HUNDRED DOLLARS (\$133,500.00), secured upon the premises herein described.

In the event of default under any of the terms or conditions of the said subordinated mortgage, resulting in foreclosure proceedings thereon, or on the accompanying promissory note, such proceedings shall be especially advertised as being under and subject to the lien and payment of the said mortgage given and executed by Mortgagors to Subsequent Mortgagee dated the 31ST day of JANUARY, 2008, in the principal sum of ONE HUNDRED THIRTY THREE THOUSAND FIVE HUNDRED DOLLARS (\$133,500.00).

THIS AGREEMENT shall be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly executed to be effective on the day and year first above written.

POSTPONING PARTY:

COUNTRYWIDE HOME LOANS, INC.

By: 

Its: Assistant Secretary

THIS INSTRUMENT PREPARED BY:


20080204000044190 3/4 \$20.00
Shelby Cnty Judge of Probate, AL
02/04/2008 01:10:10PM FILED/CERT

G. DAVID CHAPMAN III, P.C.

Attorney at Law

Post Office Box 1508

Gulf Shores, Alabama 36547

File 08.6283

Individual Acknowledgment

20080204000044190 4/4 \$20.00
Shelby Cnty Judge of Probate, AL
02/04/2008 01:10:10PM FILED/CERT

The State of Texas

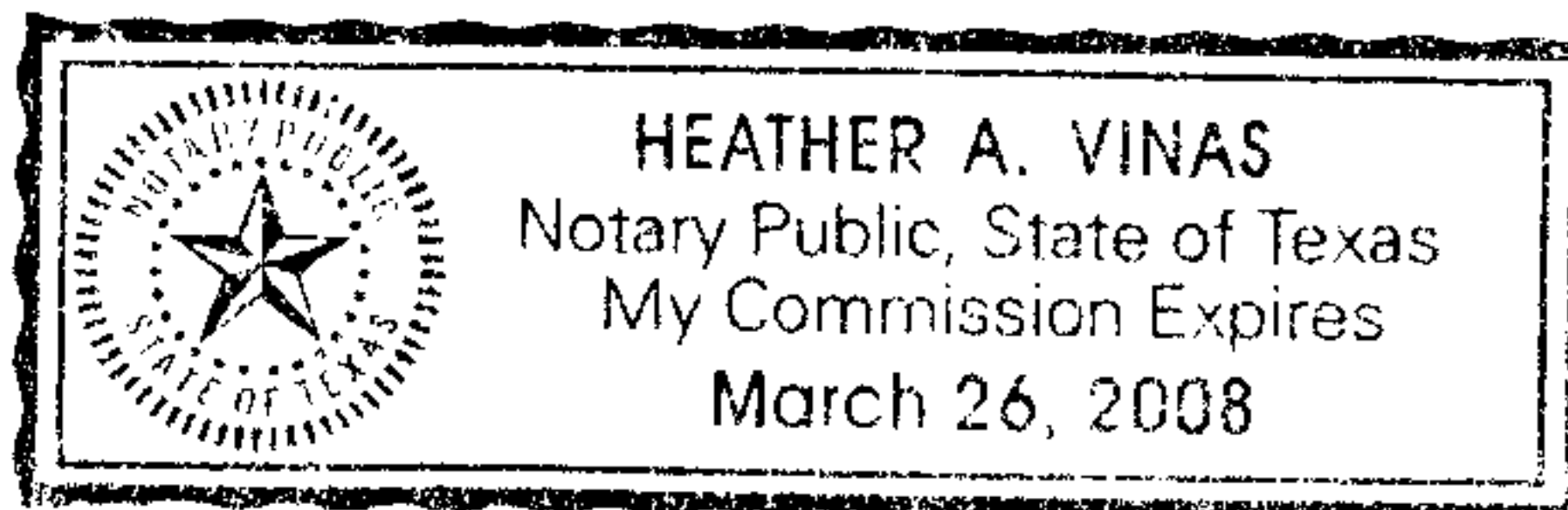
County of Dallas

Before me, a Notary Public, on this day personally appeared Richard Rayner
known to me (or proved to me on the oath of _____) to be the person
whose name is subscribed to the forgoing instrument and acknowledged to me that he executed
the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 17 day January 20 08

[Signature]
Notary Public, State of Texas

(PERSONALIZED
SEAL)



Heather A. Vinas
(Print name of Notary Public here)

My commission expires the 26 day of March, 2008