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75309331-2

SUBORDINATION AGREEMENT

THIS AGREEMENT, made November 6, 2008, by and between Barclays Real Estate Capital, Inc., attorney in fact for New Century Mortgage Corporation, "Lienholder" and Capital One Home Loans C/O HomEq Servicing 4837 Watt Ave Ste. 100 North Highlands, CA 95660

WHEREAS, **Bradley T. Jones and Misti Jones**, "Borrower" executed and delivered to New Century Mortgage Corp. a mortgage dated April 27, 2006, in the amount of \$54,000.00 (Fifty Four Thousand and no/100ths) and interest, which mortgage was recorded May 1, 2006 as Document No. 20060501000202510, in Book xxx, Page xxx, in shelby County, State of Alabama, covering the following described property:

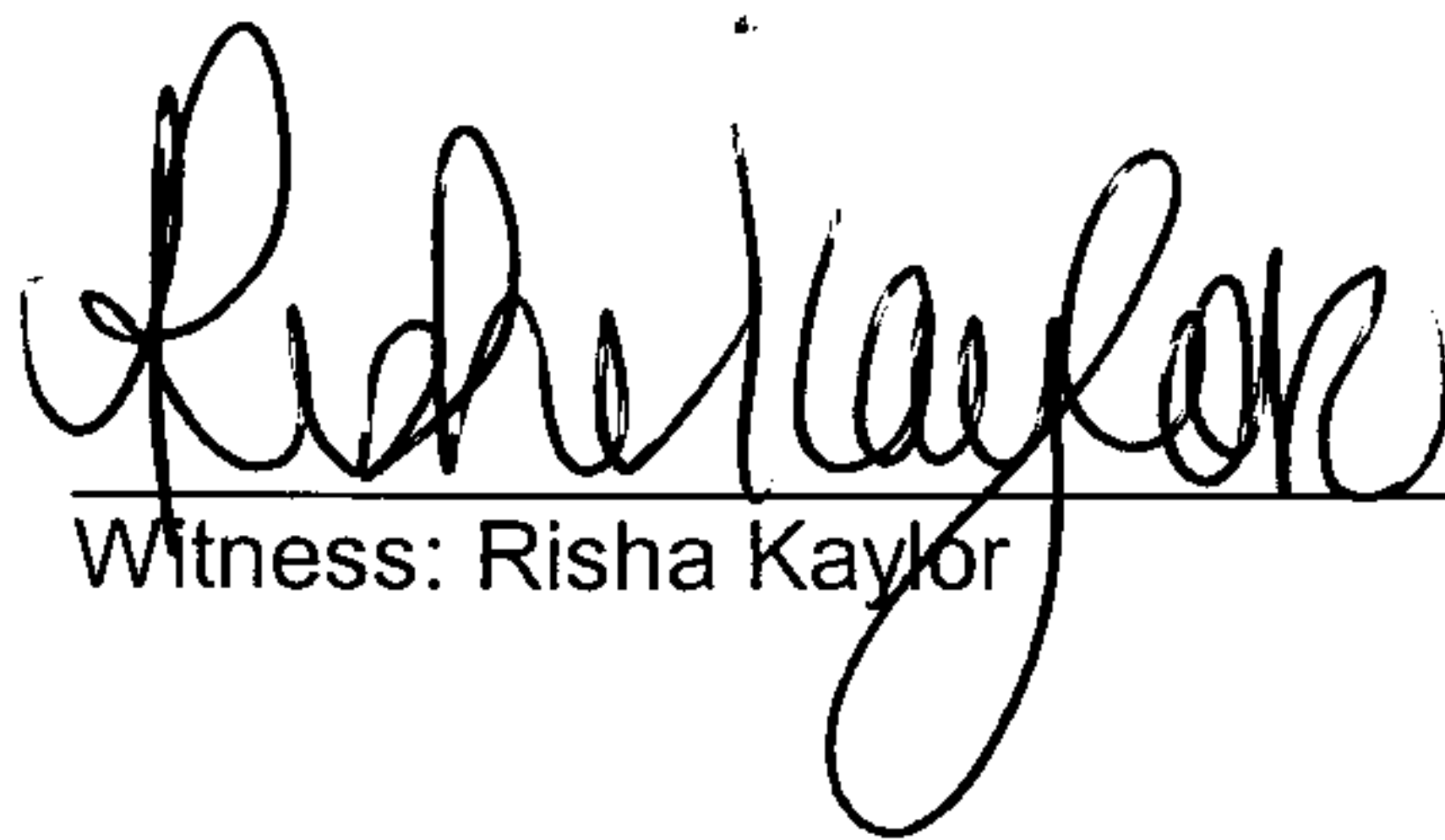
See Legal Description attached hereto and made a part thereof

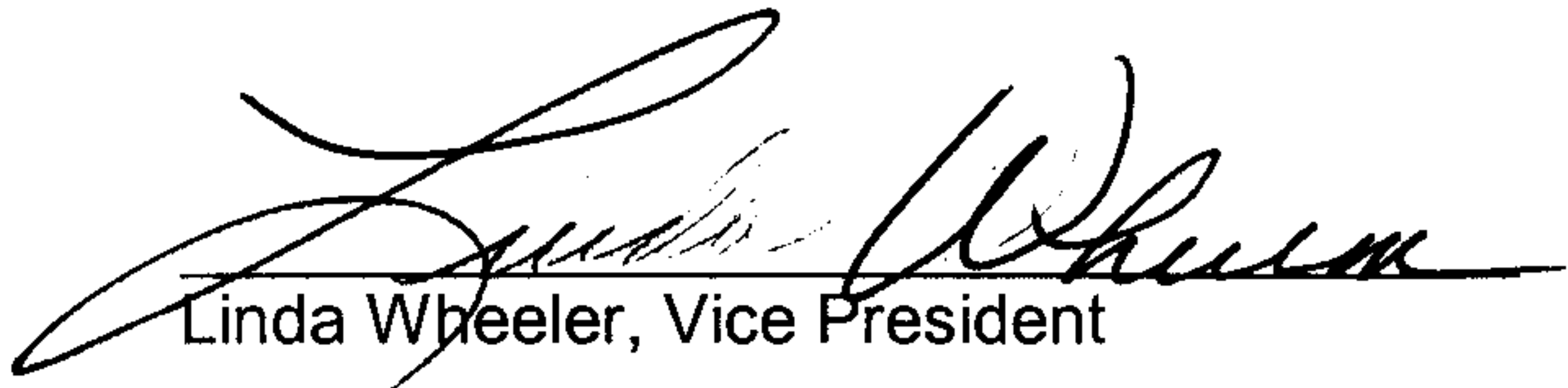
WHEREAS, Borrowers executed and delivered to Capital One Home Loans a mortgage on the above described Property in the Principal amount **not to exceed \$222,323.00;**

NOW THEREFORE, for good and valuable consideration, and in order to induce Capital One Home Loans to advance funds upon its mortgage, Lienholder does hereby subordinate the lien of its mortgage to the lien of Capital One Home Loans and all extensions, modifications and renewals thereof, and all advances and mandatory future advances there under, notwithstanding that the Lienholder's mortgage was executed and recorded prior to the execution and recordation of Capital One Home Loans, and agrees that all right, title, lien and interest acquired, either by foreclosure proceedings or otherwise, under its mortgage shall be prior and superior to any and all rights, title, lien and interest heretofore and hereafter acquired by Lienholder under the Lienholder's mortgage.

IN TESTIMONY WHEREOF, Lienholder has caused these presents to be executed the day and year first above written.

Barclays Real Estate
Capital, Inc., attorney in
fact for New Century
Mortgage Corporation


Witness: Risha Kaylor


Linda Wheeler, Vice President

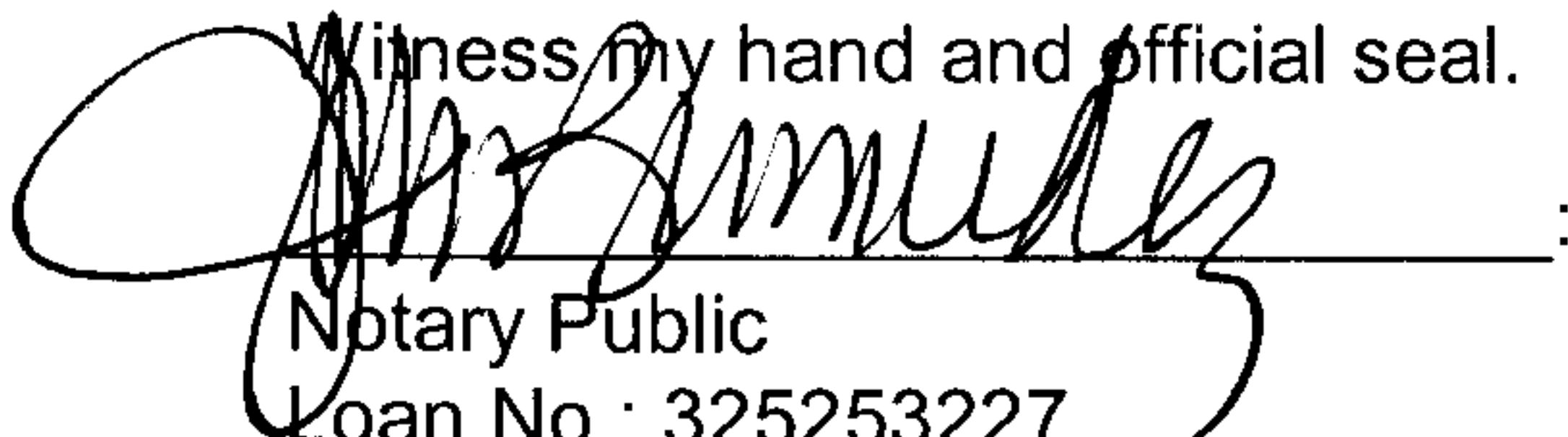
State of California
County of Sacramento

Joan Bermudez

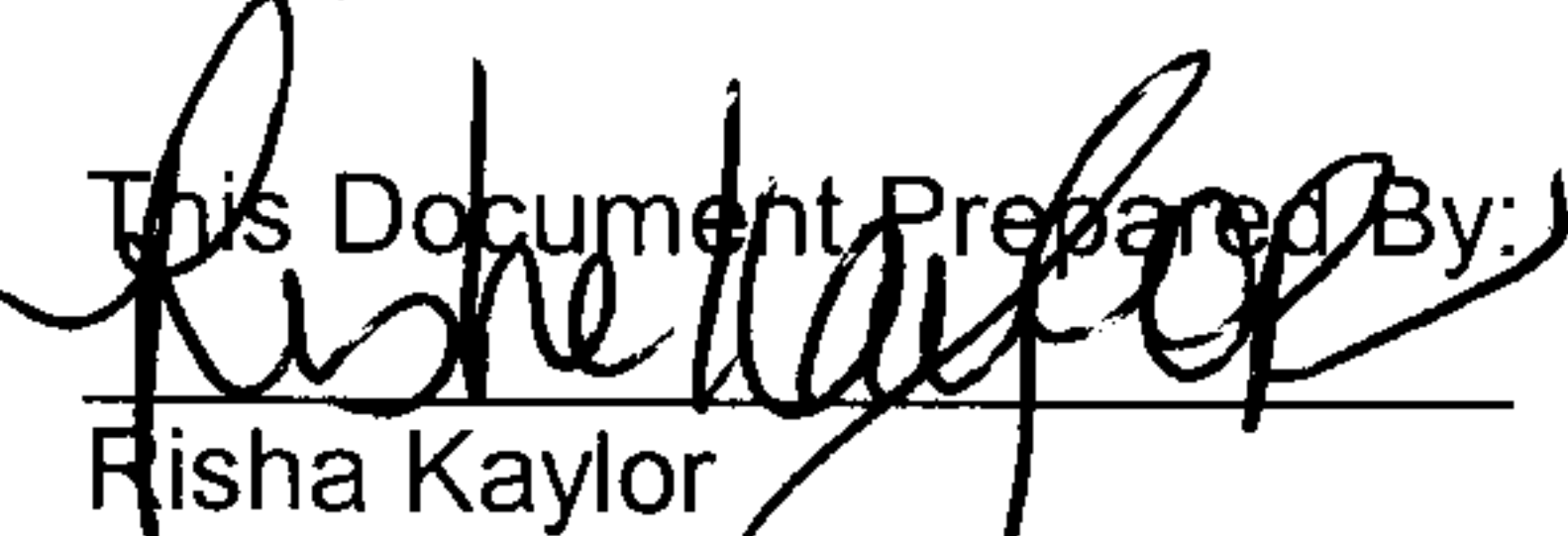
On NOV 12 2008, before me, _____
personally appeared **Linda Wheeler**, who proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I Certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

Witness my hand and official seal.


Notary Public
Loan No.: 325253227
Borr: Jones
Escrow:



This Document Prepared By:

Risha Kaylor
For: HomeEq/Servicing
4837 Watt Avenue Ste 100
North Highlands, CA 95660

LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT:

LOT 4, ACCORDING TO THE SURVEY OF COVINGTON PLACE, AS RECORDED IN MAP BOOK 35, PAGE 55, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TAX ID #: 164192002004000

BEING ALL AND THE SAME LANDS AND PREMISES CONVEYED TO BRADLEY T. JONES AND MISTI JONES, HUSBAND AND WIFE, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER, THEN TO THE SURVIVOR OF THEM IN FEE SIMPLE BY STYLEMARK HOMEBUILDERS, INC. IN A CORPORATION JOINT SURVIVORSHIP DEED EXECUTED 4/27/2006 AND RECORDED 5/1/2006 IN DOCUMENT NO. 20060501000202490 OF THE SHELBY COUNTY, ALABAMA LAND RECORDS.



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