

SUBORDINATION AGREEMENT

AGREEMENT made this 16th day of December 2008 by and between Household Finance Corporation of Alabama, having an office at 2929 Walden Avenue, Depew, NY 14043 party of the first part, and New South Federal, having an office at 1500 Greensboro Avenue, Suite 1, Tuscaloosa, AL 35401, party of the second part

WITNESSETH:

WHEREAS, the said party of the first part now owns and holds the following mortgage and bond or note secured thereby:

Mortgage dated the 31st day of October 2005, given by Marc F. Selby and Stephanie D. Selby to Countrywide Home Loans in the principal amount of \$79,980.00 and recorded on November 2, 2005, in Mortgage Book 2005, at Page 569960 in the Office of the Clerk of the County of Shelby and assigned to Household Finance Corporation of Alabama, assignment recorded on June 1, 2006 in Mortgage Book 2006, at Page 259430 covering the premises described therein and

WHEREAS, the present owner of the premises hereinafter mentioned is about to execute and deliver to said party of the second part, a mortgage to secure the principal sum of Three Hundred Thirty Seven Thousand Two Hundred Twenty Five and 00/100 dollars (\$337,225.00) and interest, covering the premises more fully described in said mortgage, and located at 1058 Grand Oaks Drive, Bessemer, AL 35022.

WHEREAS, said party of the second part has refused to accept said mortgage unless said mortgage held by the party of the first part be subordinated in the manner hereinafter mentioned.


NOW, THEREFORE, in consideration of the premises and to induce said party of the second part to accept said mortgage and also in consideration of ONE DOLLAR (\$1.00) paid to the party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part hereby covenants and agrees with said party of the second part that said mortgage held by said party of the first part be and shall continue to be subject and subordinate in lien to the lien of said mortgage for Three Hundred Thirty Seven Thousand Two Hundred Twenty Five and 00/100 dollars (\$337,225.00) and interest about to be delivered to the party of the second part hereto, and to all advances heretofore made or which hereafter may be made thereon (including but not limited to all sums advanced for the purpose of paying brokerage commissions, consideration paid for making the loan, mortgage recording tax, documentary stamps, fee for examination of title, surveys and any other disbursements and charges in connection therewith) to the extent of the last mentioned amount and interest, and all such advances may be made without notice to the party of the first part, and to any extensions, renewals, and modifications thereof provided the amount thereof is not increased by such extensions, renewals, and modifications.

THIS agreement may not be changed or terminated orally. This agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. The word "party" shall be construed as if it reads "parties" whenever the sense of this agreement so requires.

IN WITNESS WHEREOF, the said party of the first part has duly executed this agreement the day and year first written above.

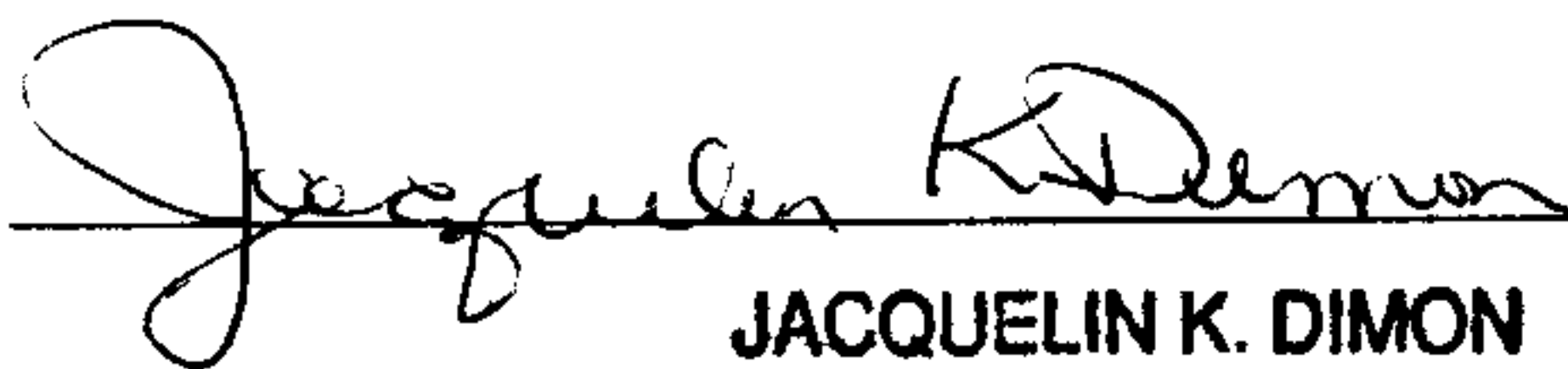


Household Finance Corporation of Alabama

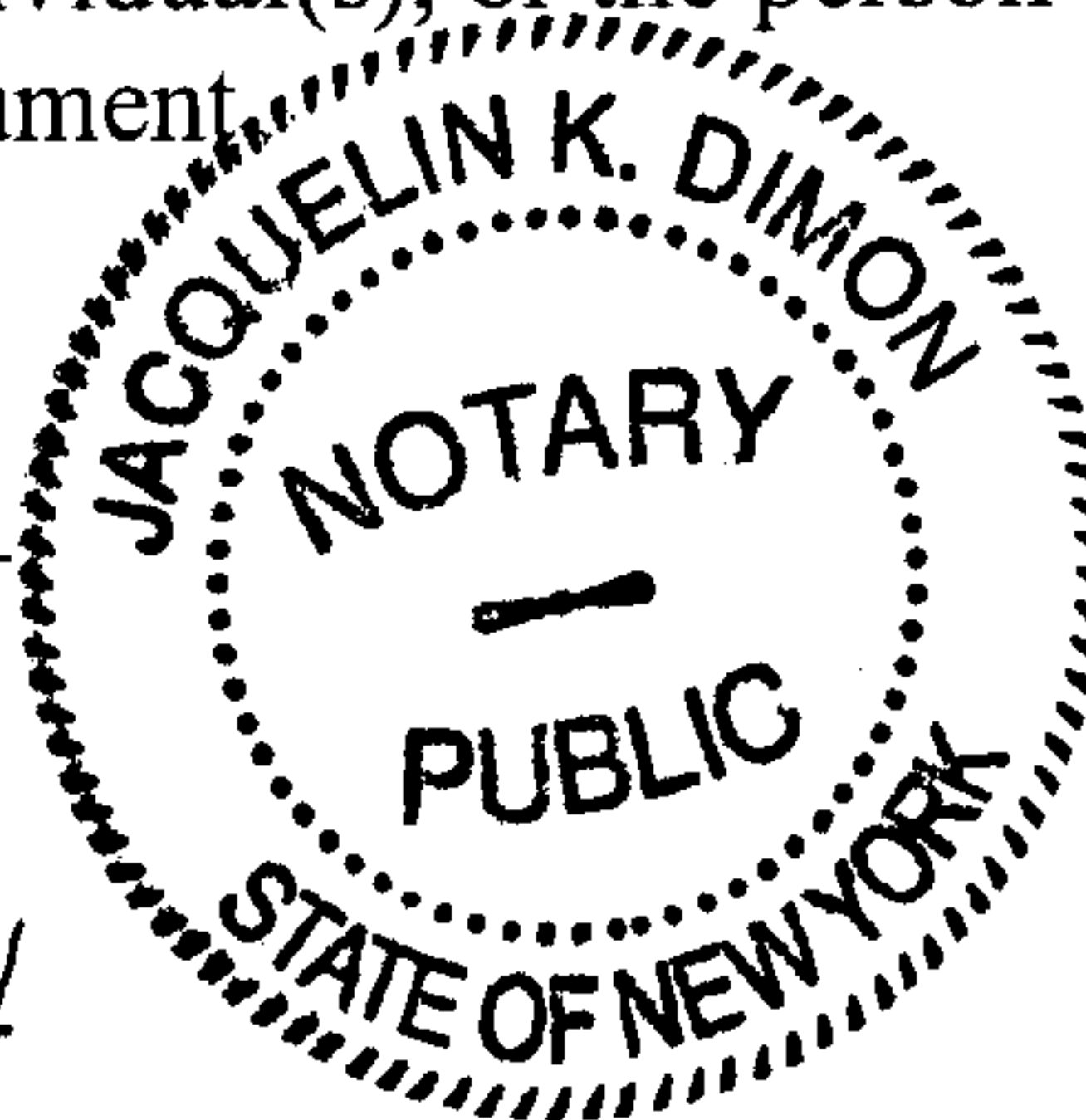
By: 

STATE OF New York
COUNTY OF Erie

On the 16th day of December in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Michael Peters personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) 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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.



JACQUELIN K. DIMON
No. 01DI6100045
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Oct. 10, 20 11



Subordination of Mortgage

given by

Household Finance Corporation of Alabama

To

Dated:

After Recording Return to :

HSBC Mortgage Corporations (USA)
Attention: Special Services
2929 Walden Avenue
Depew, New York 14043