

This instrument was prepared by:


Mary Anderson

(After recordation, return to:)

The Prudential Bank and Trust Company
Two Concourse Pkwy., Suite 500
Atlanta, GA 30328

Account Number: 281467516

MORTGAGE SUBORDINATION AGREEMENT

THIS AGREEMENT is made this 15th day of November, 1993, by The Prudential Bank and Trust Company, ("Subordinating Party"), whose address is Two Concourse Parkway, Suite 500, Atlanta, Georgia 30328, and is being given to The Prudential Home Mortgage Company, Inc., a New Jersey corporation ("Lender").

RECITALS

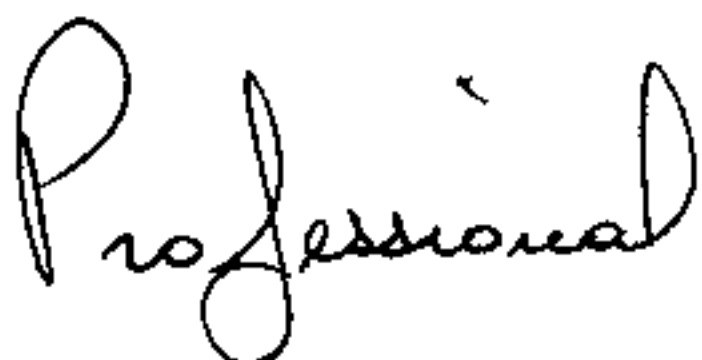
1. Subordinating Party now owns or holds an interest as mortgagee of certain premises with a property address of 128 Newgate Road, Alabaster, AL 35007, which premises are more fully described in Exhibit A attached and incorporated herein by reference ("Property"), pursuant to the provisions of that certain mortgage/deed of trust dated 09/30/91, and recorded on 10/23/91, Book 369, Page 691, or Document No. , in the office of the Recorder, County of Shelby, State of Alabama, with an outstanding principal balance in the amount of \$24700.00.

2. Richard Zane Barr and Deborah F. Barr ("Owner") is the present owner of the Property and has executed or is about to execute a mortgage/deed of trust and note in the sum of \$116000.00, in favor of Lender.

3. Lender is willing to make such loan to Owner provided that Lender obtain a first lien on the Property and Subordinating Party unconditionally subordinates the lien of its mortgage/deed of trust to the lien in favor of Lender in the manner hereinafter described.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged by Subordinating Party, and to induce Lender to make a loan to Owner, Subordinating Party hereby agrees with Lender that the mortgage/deed of trust securing the note in favor of Lender, and any renewals, extensions or modifications of it, will be and shall remain a lien on the Property prior and superior to the lien in favor of Subordinating Party in the same manner as if Lender's mortgage/deed of trust had been executed and recorded prior in time to the execution and recordation of Subordinating Party's mortgage/deed of trust.

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Subordinating Party further agrees that:

1. Any future advance of funds or additional debt that may be secured by Subordinating Party's mortgage/deed of trust shall be subject to the provisions of this Mortgage Subordination Agreement.

The mortgage/deed of trust securing the note in favor of Lender, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property prior and superior to any lien for future advances of funds or additional debt secured by Subordinating Party's mortgage/deed of trust.

2. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed or terminated, except by a writing signed by both parties. This Agreement shall be binding upon Subordinating Party and the heirs, representatives, successors and assigns of Subordinating Party, and shall ensure to the benefit of, and shall be enforceable by Lender and its successors and assigns. Subordinating Party waives notice of Lender's acceptance of this Agreement.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

WITNESS

Jay Pearlman

Tony Patridge
Tony Patridge

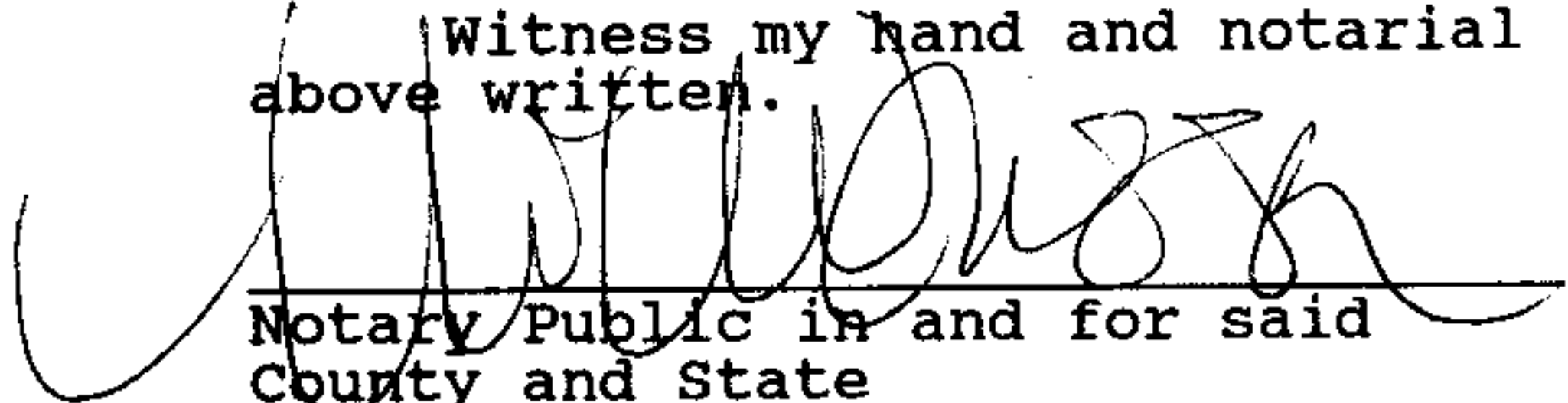
The Prudential Bank and Trust Company
(SUBORDINATING PARTY)

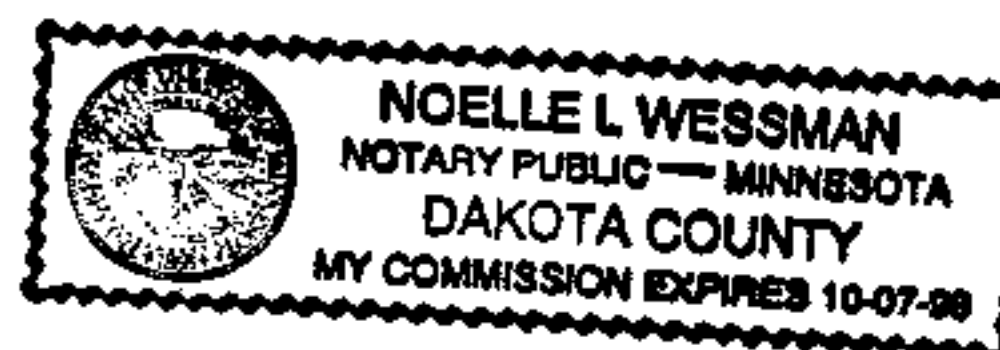
By Mary Kay Badar
Mary Kay Badar,
Its Vice President

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.

On this 15th day of NOV, 1993, before me, the undersigned, a Notary Public in and for said county, appeared Mary Kay Badar to me personally known, who being duly sworn, did say that he/she is a Vice President of The Prudential Bank and Trust Company and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.


Notary Public in and for said
County and State



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