SUBORDINATION AGREEMENT

This Agreement made this date by and between Colonial Bank (herein called Colonial), and The Ridge at Meadowbrook, Inc. (herein called The Ridge).

Whereas, Colonial is the owner and holder of that certain mortgage recorded in Instrument #1994-2040 _____, executed by Laura Huber in the Probate Office of Shelby County, Alabama, which mortgage encumbers the property described as follows:

Lot 4, according to the Survey of The Ridge at Meadowbrook, First Sector, as recorded in Map Book 14 page 41 A & B, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Whereas, the Colonial will not make the said loan unless The Ridge subordinates its mortgage to that mortgage to Colonial.

Now therefore in consideration of One Dollar and other good and valuable consideration, the Parties hereto agree as follows:

The Ridge, consents and agrees that the lien of its mortgage recorded in Real Volume 1994 Page 21868, is and shall continue to be, subject and subordinate in lien to the lien of the mortgage being made to Colonial, which mortgage is recorded in Worksmer Instrument #1994-20400 in the said Probate Office.

Done this 22nd day of June, 1994.

The Ridge at Meadowbrook, Inc.

BY:

Charles Givianpour, Secretary

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles Givianpour, whose name as Secretary, of The Ridge at Meadowbrook, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 22nd day of June 1994.

07/12/1994-21869 01:38 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE DOI HCD