

SUBORDINATION AGREEMENT

RECORD AND RETURN TO:
Chicago Title Castle Link East
680 Old York Road
Jenkins Court, North Court
Jenkintown, PA 19046

THIS SUBORDINATION AGREEMENT (this "Agreement"), dated MAY 5, 1998,
is executed by National Bank of Commerce of Birmingham, a national banking
corporation ("NBC") in favor of CITICORP MORTGAGE (the
"Senior Lienor").

Recitals

A. DAVID J. ROSS AND KIMBERLEY R. ROSS (jointly
and severally hereinafter called the "Mortgagor", whether one or more) executed a certain
mortgage dated FEBRUARY 14, 97 in favor of the NBC and recorded in
1997/06030 in the Office of the Judge of Probate of
SHELBY County, Alabama (the "Junior Mortgage") covering certain
property more particularly described therein (the "Property").

B. The Mortgagor has agreed to mortgage the Property to the Senior Lienor as a
condition of obtaining a loan.

C. The Senior Lienor requires that their mortgage be superior to the Junior Mortgage
in order to make the loan to the Mortgagor.

D. The Mortgagor has requested that NBC agree to subordinate the lien of the Junior
Mortgage to the lien of the mortgage to be given to the Senior Mortgage.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and in further
consideration of \$1.00 and other good and valuable consideration in hand paid to NBC, the
receipt and sufficiency of which is hereby acknowledged, NBC covenants and agrees as follows:

SECTION 1 Subordination. The Junior Mortgage is hereby subordinated and made
junior as to the priority of its lien to the mortgage granted by the Mortgagor to the Senior Lienor
covering the Property (the "Senior Mortgage"), but only to the priority of said lien and the
execution of this Agreement by as NBC shall in no way impair or limit NBC's rights under the
Junior Mortgage other than as expressly set forth herein.

SECTION 2 Successors and Assigns. This Agreement shall be binding upon and inure
to the parties, their respective heirs, successors and assigns, and the terms "Senior Lienor,"
"NBC" and "Mortgagor," as used in this Agreement, shall include their respective heirs,
successors and assigns.

Inst # 1998-20080

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SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

Inst # 1998-20080

CANABA Title

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**NATIONAL BANK OF COMMERCE OF
BIRMINGHAM**

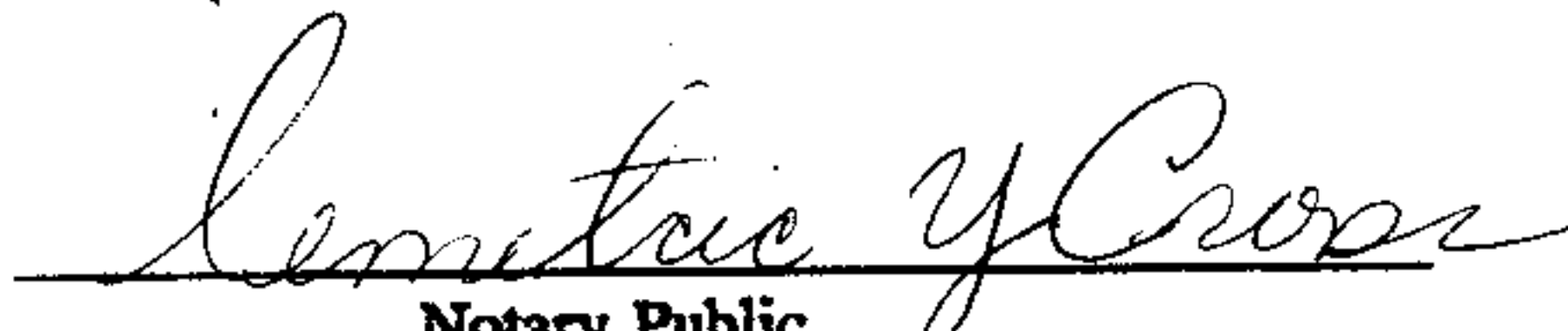
By 

Its VICE PRESIDENT

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bill Black, whose name as Vice President of National Bank of Commerce of Birmingham, a national banking 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 said instrument, (s)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 5th day of May, 1998.


Notary Public

[AFFIX SEAL]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 25, 1999
BONDED THRU NOTARY PUBLIC UNDERWRITER

My Commission Expires: _____

This instrument prepared by:

BILL BLACK
1611 MONTGOMERY HWY.
BIRMINGHAM, AL. 35216

Inst # 1998-20080

06/02/1998-20080
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