

SUBORDINATION AGREEMENT

This Agreement made this date by SouthTrust Bank of Alabama, National Association (herein called First Party), in favor of SouthTrust Mortgage Corporation (herein called Second Party).

Whereas, First Party is the owner and holder of that certain mortgage recorded in Instrument 1997-12465, in the Probate Office of Shelby County, Alabama, which said mortgage encumbers the property described as follows: Credit Limit \$40,000.00

Lot 18, according to the Survey of Indian Ridge Estates, as recorded in Map Book 6, Page 44, in the Probate Office of Shelby County, Alabama.

Whereas, Second Party, on July 7, 1998, made a loan secured by a mortgage executed by Cherybe H. Thornton and Joseph S. Thornton in the amount of \$91,200.00 secured by a mortgage on the above-described property; and

Whereas, the Second Party will not make the said loan unless the First Party subordinates its mortgage to the Second Party.

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

The First Party, SouthTrust Bank of Alabama, National Association, consents and agrees that the mortgage recorded in Instrument 1997-12465 in the Probate Office of Jefferson County, Alabama, is and shall continue to be, subject and subordinate in lien to the lien of the mortgage being made to the Second Party, which mortgage is recorded as Instrument _____ in the Probate Office of Shelby County, Alabama.

Dated this 30th day of June, 1998.

SOUTHTRUST BANK OF ALABAMA
NATIONAL ASSOCIATION

By: Stephen A. Pierce
Its: Asst. Vice President

State of Alabama
County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Stephen A. Pierce whose name as Asst. Vice President of SouthTrust Bank of Alabama, 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 on the date the same bears date for and as the act of said corporation.

Given under my hand and official seal this the 30th day of June, 1998.

Terri L. Moody
NOTARY PUBLIC
My Commission Expires: May 1, 2002

07/14/1998-26703
02:20 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
B.50

Inst # 1998-26703