

STATE OF ALABAMA)
COUNTY OF SHELBY)

SUBORDINATION AGREEMENT

This agreement is made and entered into this 29TH day of JANUARY, 1999,
by SOUTHTRUST BANK
(hereinafter referred to as the "Mortgagee") in favor of
B.O.A. MORTGAGE CO. L.L.C.
(hereinafter referred to as the "Mortgage Company"), its successors and assigns.

WITNESSETH:

Whereas, Mortgagee did loan BILLY W. ERWIN

("Borrower", whether one or more) the sum of which is evidenced by a note dated
executed by Borrower in favor of Mortgagee, and is secured by a mortgage, deed
of trust or security deed of even date therewith ("the Mortgage") covering the property described
therein and recorded on

, Alabama and

Whereas, Borrower has requested First Federal Bank (the "Mortgage Company") to lend to
it, the sum of TWO HUNDRED SIXTY TWO THOUSAND, ONE HUNDRED TWENTY FIVE DOLLARS, AND 00/00
(\$62,125.00) (the "Loan"), such loan to be evidenced by a promissory note in
such amount executed by Borrower in favor of the Mortgage Company and secured by a mortgage,
deed of trust, deed to secure debt, security deed or other security instrument; and

Whereas, the Mortgage Company has agreed to make the Loan to Borrower, if, but only if,
the Mortgage Company shall be and remain a lien or charge upon the property covered thereby
prior and superior to the lien or charge of the Mortgagee on the terms set forth below and provided
that the Mortgagee will specifically and unconditionally subordinate the Mortgage to the lien or
charge of the Mortgage Company set forth below.

Now therefore, in consideration of One Dollar and consideration of the premises and for
other good and valuable consideration, the receipt of which is hereby acknowledged, and in order
to induce the Mortgage Company to make the Loan above referred to, the Mortgagee hereby agrees
as follows:

02/03/1999-04737
11:06 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CRH 13.50

Inst # 1999-04737

1. The Mortgage Company Mortgage and the note secured by the Mortgage Company Mortgage and debt evidenced by such note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all said debt and on any and all such renewals and extensions shall be and remain at all times a lien or charge on the property covered by the Mortgage Company Mortgage, prior and superior to the lien or charges to the Mortgagee.

2. Mortgagee acknowledges that it waives, relinquishes, and subordinates the priority and superiority of the Mortgage in favor of the lien or charge of the Mortgage Company, and that it understands that, in reliance upon and in consideration of the waiver, relinquishment and subordination, specific loans and advances are being and will be made, and as part and parcel thereof, specific monetary and other obligations are being and will be entered into by the Mortgage Company which would not be made or entered into but for such reliance upon this waiver or subordination.

3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and Loan secured by the Mortgage Company, and as to the priority thereof, and there are no agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.

4. This agreement shall be binding upon the Mortgagee, its successors and assigns and shall insure to the benefit of the Mortgage Company, its successors and assigns.

5. No waiver shall be deemed to be made by
of any rights hereunder unless the same shall be in writing signed on behalf of

, and each such waiver, if any, shall be a waiver only in respect to the specific instance involved and will not impair the rights of the Mortgage Company or the obligation of the Borrower or the Mortgagee to the Mortgage Company.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed by its duly authorized officer on this the day and date first set forth above.

ATTESTED:

By: Stephen A. Pierce
Its: Asst Vice Pres.
of SouthTrust Bank NA

CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA }
COUNTY OF JEFFERSON }

I the undersigned authority, a Notary Public, in and for the said county in the State of Alabama hereby certify that Stephen A. Pierce whose name as Asst. Vice President of SouthTrust NA, 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 said instrument, the officer, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 29th day of Jan., 1999

Sybil D. Cummings
Notary Public **SYBIL D. CUMMINGS**

My commission expires:

MY COMMISSION EXPIRES 9-25-02

Prepared by:

Barksdale & Johnson, LLC

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