


SUBORDINATION AGREEMENT  
(Real Property)

  
20030212000087250 Pg 1/3 17.00  
Shelby Cnty Judge of Probate, AL  
02/12/2003 11:22:00 FILED/CERTIFIED

STATE OF ALABAMA  
JEFFERSON COUNTY

THIS SUBORDINATION AGREEMENT executed this 5th of February,  
2003, by the undersigned, COMPASS BANK ("Holder");

WITNESSETH THAT:

WHEREAS, Holder is the holder and owner of a Mortgage from Compass Bank

Richard Varner dated November 2, 2001, and recorded in Instrument # 2001-49076, in the Office of Judge of Probate of Shelby, County, Alabama, ("Existing Mortgage") conveying the real property more particularly described below (the "Property"):

**SEE EXHIBIT "A"**

WHEREAS, Borrower has this date borrowed from HomeTown Mortgage ("Lender") the sum of \$ 130,000.00, secured by a Mortgage conveying said Property, dated of even date herewith, ("HomeTown")

WHEREAS, Holder has agreed that the lien of the Superior Mortgage shall be prior and superior to the lien of the Existing Mortgage;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) in hand paid by the Borrower to Holder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Holder, Holder hereby subordinates the lien of the Existing Mortgage to the lien of the Hometown Mortgage, so that the Hometown Mortgage shall be deemed to convey title to Lender to said Property superior to the Existing Mortgage and superior to the indebtedness secured by said Existing Mortgage. Holder specifically acknowledges and agrees that the priority of the security interests of Holder and Lender in the Property shall be governed by this Subordination Agreement and not by the order in which the Existing Mortgage and the Superior Mortgage are or were filed or recorded. Nothing contained herein or otherwise shall preclude Holder from demanding strict compliance by Borrower with the terms and conditions of the Existing Mortgage, and the instrument(s) evidencing the debt secured thereby, or enforcing its rights thereunder, subject to the terms of this Subordination Agreement. Without the prior written consent of Lender, Holder shall not exercise any collection rights any collection rights with respect to the Property and Holder's security therein.

Lender's rights under the Superior Mortgage may be exercised by Lender without notice to or consent by Holder. Lender may take such action regarding the Borrower, the indebtedness of Borrower to Lender, including, without limitation, extensions, renewals or restructurings of any indebtedness of Borrower to Lender (or the making of additional loans or advances to Borrower), all without notice to or consent of Holder, and without affecting the superiority of Lender's lien on the Property evidenced by this Subordination Agreement.

The subordination of the Existing Mortgage provided for herein: x shall be limited in application to the specific indebtedness of Borrower to Lender described hereinabove and any and all extensions, renewals and refinancings of same, or \_\_\_\_\_ all apply to the specific indebtedness of Borrower to Lender described hereinabove and any and all extensions, renewals and refinancings of same and, in addition, to all other indebtedness of any nature whatsoever of Borrower to Lender whether heretofore or hereafter incurred.

Holder warrants and represents to Lender that Holder shall not transfer or assign the Existing Mortgage or any interest therein unless either (i) Holder has obtained the express prior written consent of Lender, or (ii) such transfer or assignment is specifically made subject to the terms and provisions of this Subordination Agreement and such is acknowledged in writing by the transferee and assignee in recordable form and Holder

causes such acknowledgement to be recorded in the real estate records of the Office of the Judge of Probate in the county in which the Property is located.

This Subordination Agreement shall be binding upon Holder and the heirs, personal representatives, successors and assigns of Holder and shall inure to the benefit of Lender, its successors, assigns, purchasers at foreclosure sale and purchases pursuant to any power of sale contained in the Superior Mortgage.

Holder agrees to execute and deliver to Lender and further documents or instruments as specified by Lender to confirm or acknowledge the subordination of the Existing Mortgage evidenced hereby.

This Subordination Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

IN WITNESS WHEREOF, Holder has duly executed this Subordination Agreement, under seal, after due authorization, the day and year first above written.

HOLDER:

Compass Bank

BY: 


ITS: 

100 Greensprings Highway  
Birmingham, AL 35209

Signed, sealed and delivered

In the presence of:

  
Unofficial Witness

  
Notary Public

My Commission expires:

05/30/04

(Notary Seal)

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 30, 2004  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

**EXHIBIT "A"**

**LOT 31-A, ACCORDING TO RESURVEY OF LOTS 31 AND 32, OLD MILL TRACE, 2ND  
SECTOR, AS RECORDED IN MAP BOOK 9, PAGE 15, IN THE PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.**

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