

This Instrument Prepared By:
JAMES W. FUHRMEISTER
ALLISON, MAY, ALVIS, FUHRMEISTER,
KIMBROUGH & SHARP, L. L. C.
P. O. Box 380275
Birmingham, AL 35238
File # 00-8273

SUBORDINATION AGREEMENT

Agreement, made the 30th day of May, 2004, between SouthTrust Bank, Mortgagee, and Colonial Bank, Lender,

WITNESSETH:

Whereas, the said Mortgagee now owns and holds the following mortgage and the note secured thereby: Mortgage dated the 19th day of November, 2003, made by Maxine B. Davis and Carlton E. Davis to SouthTrust Bank, and recorded as Instrument #20040315000130970 in the office of the Probate Judge of Shelby County, Alabama covering premises hereinafter mentioned or a part thereof; and

Whereas, the present owner of the premises hereinafter mentioned is about to execute and deliver to said Lender, a mortgage to secure the principal sum of \$255,000.00 and interest, covering premises and more fully described as follows:

See Attached Exhibit "A"

and

Whereas, said Lender has refused to accept said mortgage unless said mortgage held by the Mortgagee be subordinated in the manner hereinafter mentioned;

Now therefore, in consideration of the premises and to induce said Lender to accept said mortgage and note and also in consideration of one dollar paid to the Mortgagee, the receipt whereof is hereby acknowledged, the said Mortgagee hereby covenants and agrees with said Lender that said mortgage held by said Mortgagee be and shall continue to be subject and subordinate in lien to the lien of said note and mortgage in the principle amount of Two Hundred Fifty Five Thousand and No/100 Dollars (\$255,000.00) and interest about to be delivered to the Lender, and to all advances heretofore made or which hereafter may be made thereon (including but not limited to all sums advanced for the purpose of paying brokerage commissions, consideration paid for making the loan, mortgage recording tax, documentary stamps, fee for examination of title, surveys, and any other disbursements and charges in connection therewith) to the extent of the last mentioned amount and interest, and all such advances may be made without notice to the Mortgagee, and to any extensions, renewals and modifications thereof.

This agreement may not be changed or terminated orally. This agreement shall bind and enure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

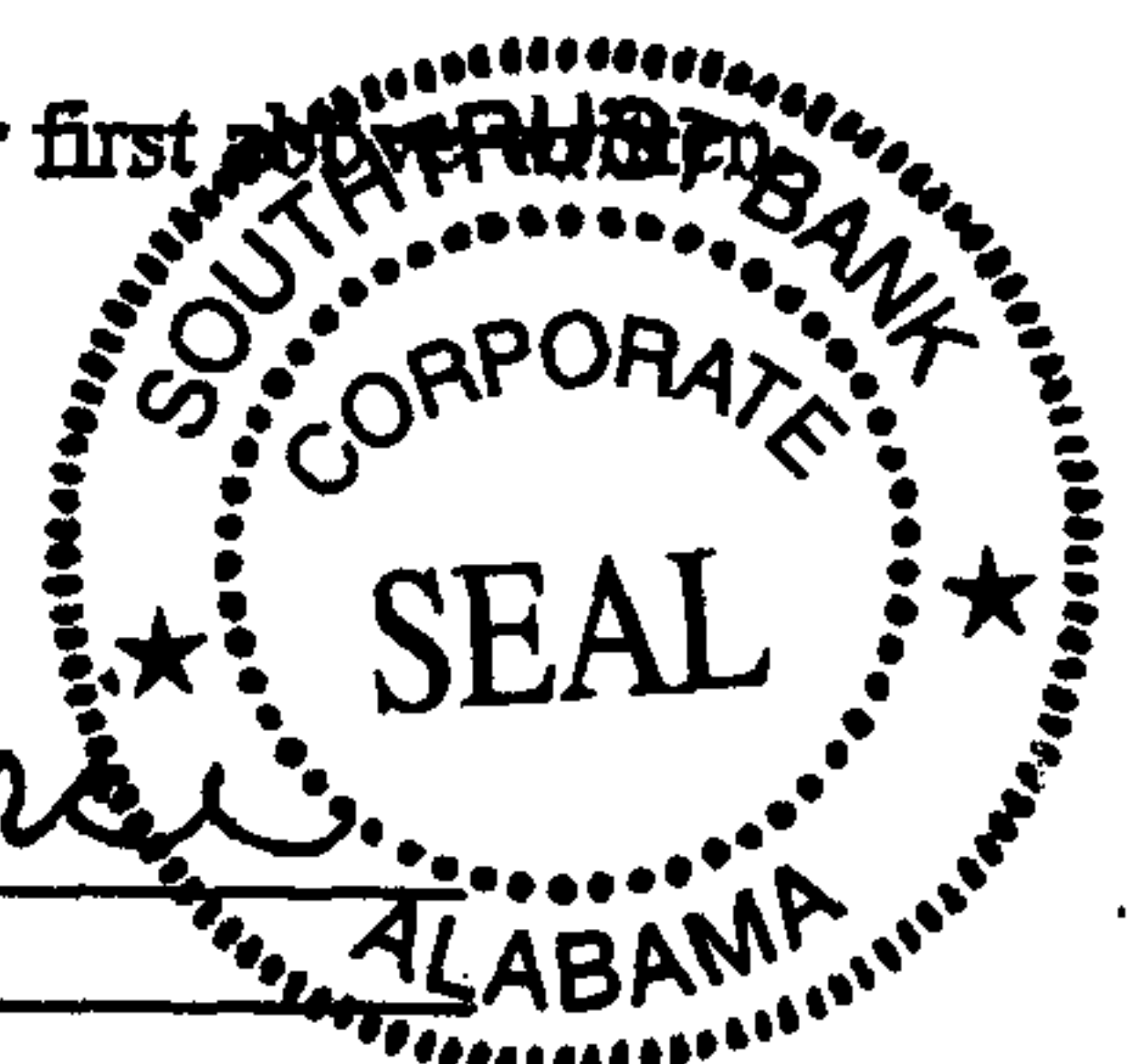
In Witness Whereof, the said Mortgagee has duly executed this agreement the day and year first above written.

MORTGAGEE:

SOUTHTRUST BANK

By: Stephen A. Pierce

Its: Vice Pres.

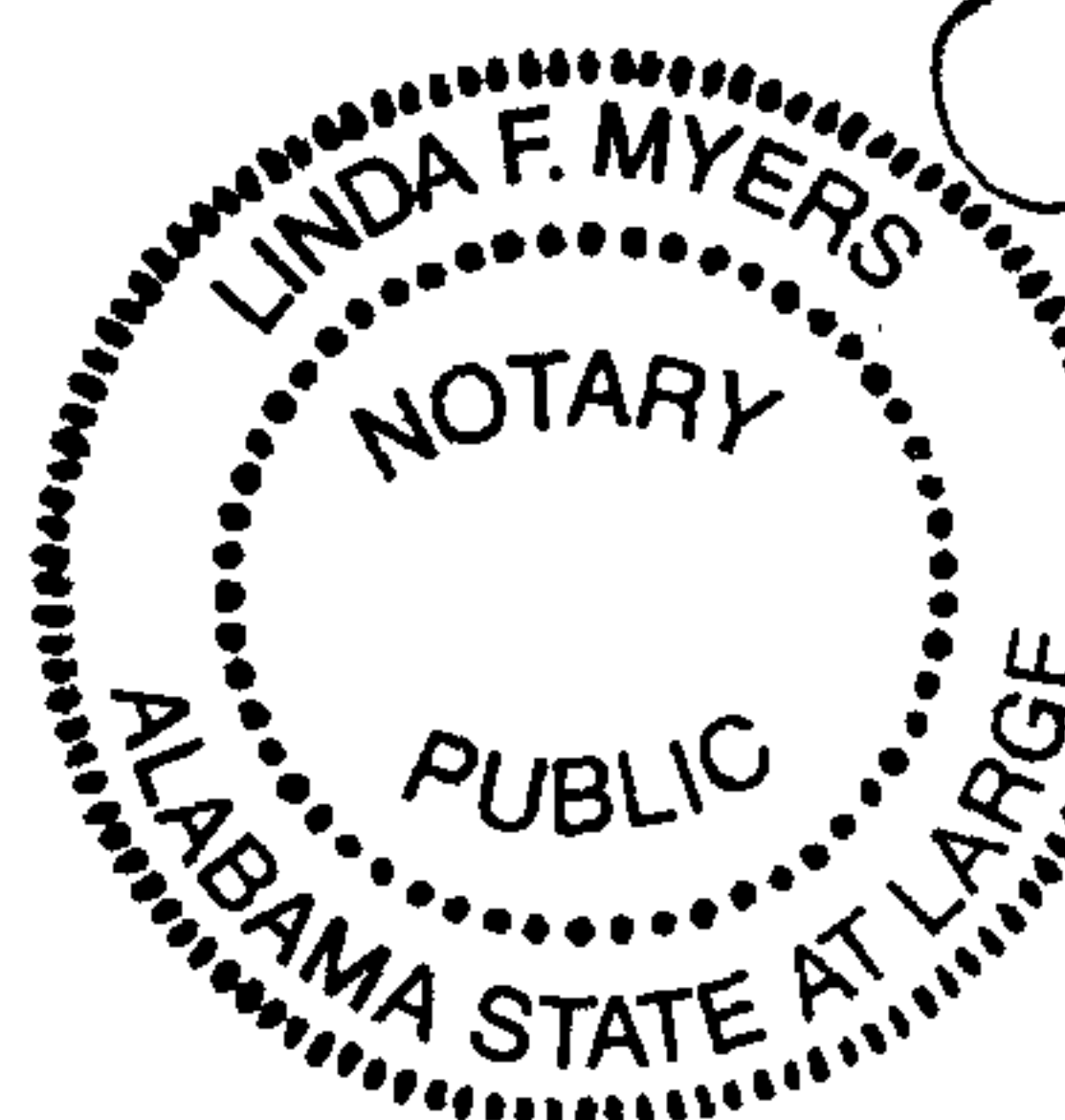


STATE OF ALABAMA

Jefferson
COUNTY OF ~~SHELBY~~

I, the undersigned authority, in and for said County, in said State, hereby certify that Stephen A. Pierce, whose name as Vice President, of SouthTrust Bank, 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, she, as such officer, and with full authority, executed the same voluntarily, for and as the act of the corporation on the day the same bears date.

Given under my hand and official seal this 30th day of May, 2004.



Linda F. Myers
Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES MAY 30, 2005

EXHIBIT A

A parcel of land situated in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 7, Township 20 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SW corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 7, Township 20 South, Range 1 West, said point also being the point of beginning, thence South 89 deg. 06 min. 26 sec. East along the South line of said $\frac{1}{4}$ $\frac{1}{4}$ section 448.89 feet, thence north 2 deg. 10 min. 55 sec East a distance of 350.87 feet to a point on the Southeasterly right of way line of Shelby County Road 336 (Prescriptive Right of way); thence South 76 deg 00 min 11 sec. West along said right of way line a distance of 486.20 feet to a point on the West line of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence South 2 deg. 10 min 55 sec West along said $\frac{1}{4}$ $\frac{1}{4}$ line and leaving said right of way line a distance of 230.76 feet to the point of beginning, being situated in Shelby County, Alabama