

This instrument was prepared by:
Patrick F. Smith, Attorney
2121 Highland Avenue South
Birmingham, Alabama 350205

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

SUBORDINATION OF SECOND MORTGAGE

SOUTHTRUST BANK ("SouthTrust"), for good and valuable consideration, does hereby acknowledge and agree that the lien of that certain Mortgage from Judy Bryant and James Bryant, Wife and HUSBAND; JTWROS, as mortgagor (the "Mortgagor," whether one or more), to SouthTrust Bank by instrument recorded at Instrument Number 20030207000077460 recorded in the office of the Judge of Probate of SHELBY County, Alabama (the "Second Mortgage"), shall be and hereby is subordinate in right of priority to the lien of that certain mortgage from the Mortgagor, as mortgagor, to UNION PLANTERS BANK, as mortgagee (the "Mortgagee"), recorded in the office of the Judge of Probate of SHELBY County, Alabama at Instrument Number 20030217000096350 (the "Superior Mortgage"); provided, however, that such subordination shall be effective only to the extent that the Superior Mortgage secures that certain loan from Mortgagee to Mortgagor in the principal amount of \$256,800.00 (the "Loan"), together with interest on the Loan and any amounts specifically secured by the Superior Mortgage which are expended by the Mortgagee to protect or enforce the Mortgagee's rights under the Superior Mortgage with respect to the Loan (the "Superior Indebtedness").

To induce SouthTrust to enter into this Subordination Agreement, Mortgagee hereby certifies to SouthTrust as follows:

- (1) That the reason this Subordination Agreement was requested is that the Superior Mortgage and the Second Mortgage were closed simultaneously on January 10, 2003, but the Second Mortgage was recorded prior to the Superior Mortgage by mistake, resulting in the Second Mortgage having a priority position over the Superior Mortgage. This Subordination Agreement is requested to correct the priority of the Superior Mortgage and the Second Mortgage.

The provision of this Subordination Agreement are solely for the benefit of SouthTrust, and Mortgagee, and shall not be deemed to modify any of the agreements executed and delivered in connection with the Second Mortgage or the Superior Mortgage or to waive any of the rights of SouthTrust or Mortgagee, as the case may be, thereunder, as against the Mortgagor, nor shall it constitute or give rise to any defense, right of offset or counterclaim by Mortgagor.

This Subordination Agreement may be amended or modified only by written instrument signed by SouthTrust and Mortgagee.

IN WITNESS WHEREOF, SouthTrust has caused this subordination Agreement to be
executed as of the 26 day of August, 2004.

SOUTHTRUST BANK

By: Stephen A Pierce

Its: Vice President

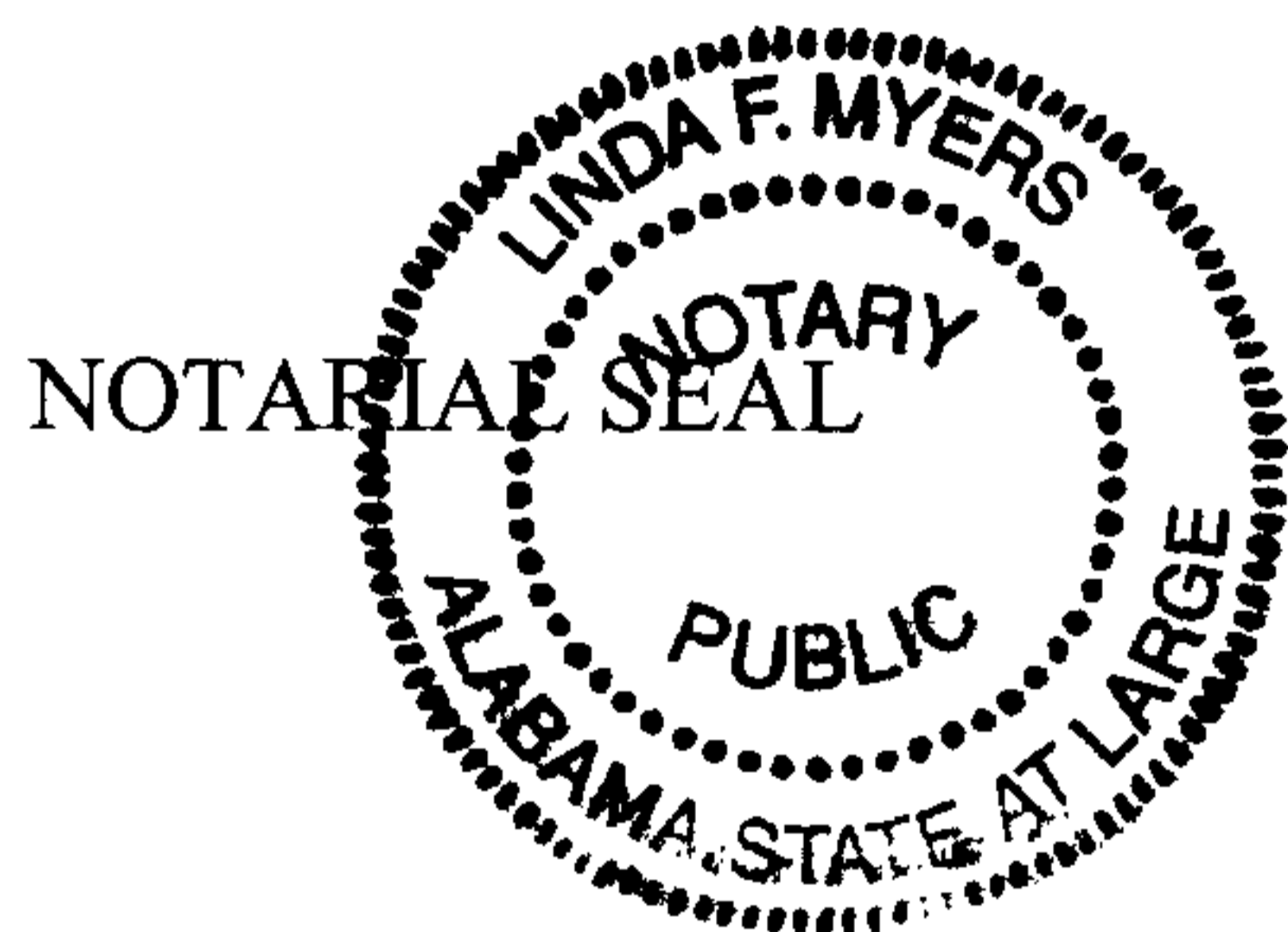


STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Linda F Myers, the undersigned, a Notary Public, in and for said County
in said State, hereby certify that Stephen A Pierce, whose name as
Vice Pres of SouthTrust Bank, 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 foregoing
instrument, he/she, as such officer and with full authority, executed the same voluntarily for and
as the act of said SouthTrust Bank.

Given under my hand and official seal on this the 26 day of August, 2004.



Linda F Myers
Notary Public

My commission expires MAY 30, 2005

20040902000491870 Pg 2/2 14.00
Shelby Cnty Judge of Probate, AL
09/02/2004 11:14:00 FILED/CERTIFIED