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THIS DOCUMENT PREPARED BY:

New South Federal Savings Bank
210 Automation Way; MSN: 10753
Birmingham, AL 35210

Wells Fargo # 0039885306

New South FSB # 0267783

APN# 09308000 5026

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made this the 22nd day of June, 2004, by and between Jonathan D. Noland and Madge B. Noland, husband and wife, hereinafter referred to as "Borrowers" and New South Federal Savings Bank, Federally Chartered Savings Bank as "Lender"; and

WHEREAS, Lender did loan to Borrowers the sum of \$25,000.00, which is evidenced by promissory note dated February 25, 1999, executed by Borrower in favor of Lender and is secured by a mortgage of even date therewith (the "Mortgage"), as recorded on August 6, 1999 as Instrument No. 1999-33037, in the official records of the Office of the Judge of Probate of Shelby County, Alabama; the real property being located at 2020 Eagle Creek Circle, Birmingham, Alabama 35242, and being more particularly described as follows:

Lot 726, according to the survey of Eagle Point, 7th Sector, as recorded in Map Book 20, Page 18, in the Office of the Judge of Probate of Shelby County, Alabama.

Being the same parcel conveyed to Jonathan D. Noland and Madge B. Noland from John R. Morgan by virtue of Deed dated February 25, 1999 and recorded on March 19, 1999 as Instrument # 1999-11629, in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, Borrowers have requested that Wells Fargo Bank, NA lend to him/her/them a sum not to exceed \$188,652.00 at an interest rate not to exceed 5.000% for a term of not less than 180 months (The "Loan"), such loan to be evidenced by a promissory note dated March 31, 2004 executed by the Borrowers in favor of Wells Fargo Bank, NA and secured by a mortgage of even date therewith (the "New Mortgage") covering in whole or in part the property covered by the Mortgage; and new Mty recorded 4-27-04 as inst. #2004 0427 00021 8370, Shelby County records.

WHEREAS, Wells Fargo Bank, NA has agreed to make the loan to the Borrowers; if, but only if, the New Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Mortgage and provide that the Lender will specifically and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of the New Mortgage of Wells Fargo Bank, NA.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) in consideration to the undersigned, the undersigned hereby subordinates and make subject all right, Title or interest of the undersigned under the second mortgage, in and to the property and the indebtedness secured by the same, as against the First Mortgage. This subordination agreement shall be binding upon the successors and assigns of the undersigned and shall operate to the benefit of the holder of the First

Mortgage and the successors and the assigns thereof and any purchaser at any foreclosure sale thereunder and shall apply with like force and reflect to any renewal thereof.

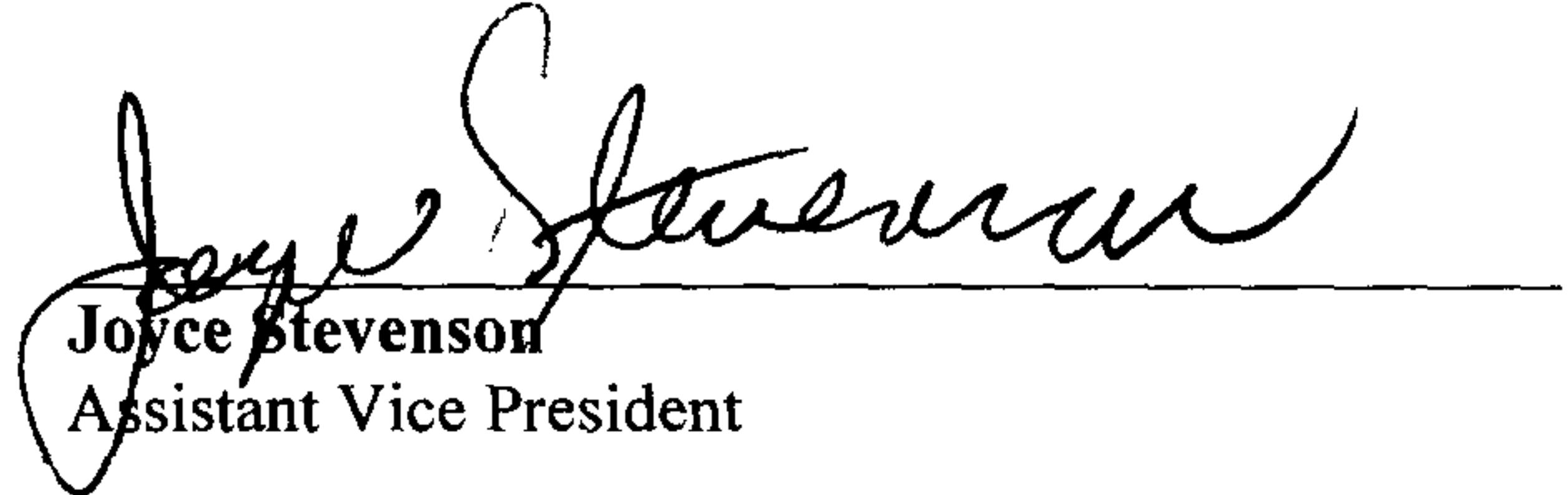
IN WITNESS WHEREOF, New South Federal Savings Bank has set its hand and seal and caused this instrument to be executed.

NEW SOUTH FEDERAL SAVINGS BANK
A Federally Chartered Savings Bank

(Corporate Seal)



Penny Howell
Assistant Secretary



Joyce Stevenson
Assistant Vice President

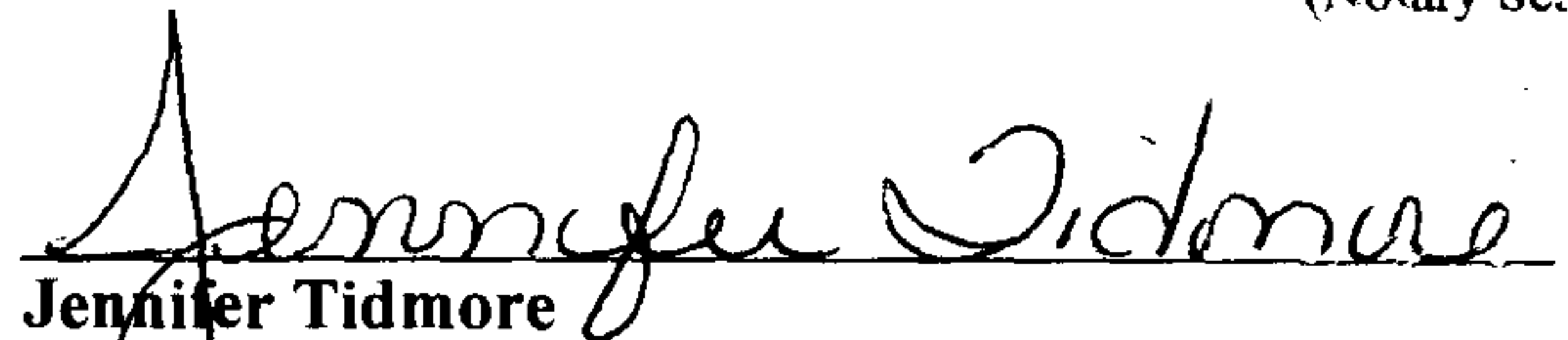
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public within and for the State and County aforesaid, do hereby certify that on this date the foregoing Subordination Agreement was presented to me in said County, and was delivered and acknowledged by **Joyce Stevenson**, as Assistant Vice President and **Penny Howell**, as Assistant Secretary of New South Federal Savings Bank, A Federally Chartered Savings Bank, to be its or her/his act and deed.

WITNESS by hand this 22nd day of June, 2004.

(Notary Seal)



Jennifer Tidmore

Notary Public

My Commission Expires: 3/18/05

Legal Description

Exhibit "A"

Loan Number :

Borrower : JONATHAN D NOLAND And

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN

SHELBY COUNTY, ALABAMA TO WIT

LOT 726, ACCORDING TO THE SURVEY OF EAGLE POINT, 7TH SECTOR, AS RECORDED
IN MAP BOOK 20, PAGE 18, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALA

BEING THE SAME PARCEL CONVEYED TO JONATHAN D. NOLAND AND MADGE B. NOLAND
FROM JOHN R. MORGAN BY VIRTUE OF A DEED DATED 02/25/99 RECORDED 03/19/99 AS
INSTRUMENT NO. 1999-11629, SHELBY COUNTY, ALABAMA.

APN: 093080005026