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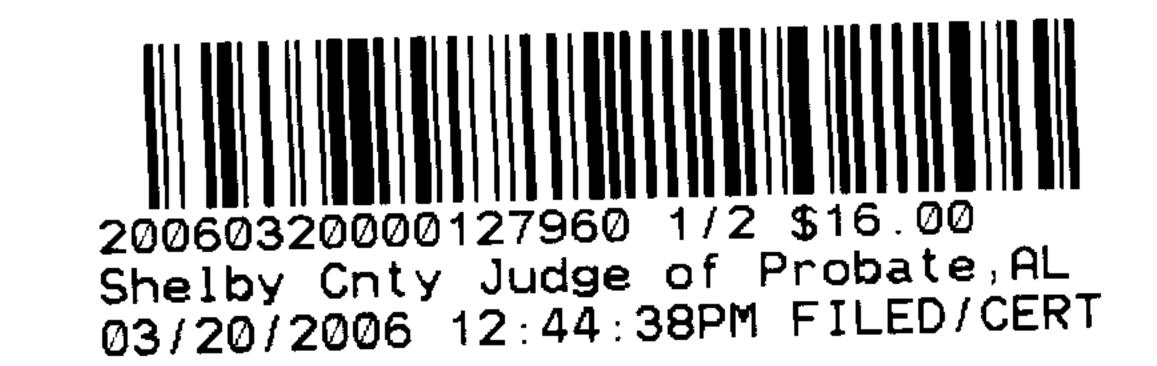
Method 19

Recording Exquatance

First Ambarda London Advantage 1801 Lairepointe Orive Suite ill

LOWING TX 7505

Subordination Agreement



Customer Name: James C. & Carole W. Covington Customer Account: 5299070499526236

Price recurding: 9/2/05 Mus 2005090200045000

THIS AGREEMENT is made and entered into on this 03 day of October 2005, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of JP Morgan Chase, its successors and assigns (hereinafter referred to as "Lender").

## RECITALS

AmSouth loaned to James C. & Carole W. Covington (the "Borrower", whether one or more) the sum of \$15,000.00. Such loan is evidenced by a note dated 02-09-01, executed by Borrower in favor of AmSouth, which note is secured by a mortgage, deed of trust, security deed to secure debt, or other security agreement recorded 02/21/2001, in Record Book Inst# 2001-05874 at Page N/A, amended in Record Book Inst# 200153518 at Page N/A in the public records of Shelby County, Alabama (the "AmSouth Mortgage"). Borrower has requested that lender lend to it the sum of \$37,500.00, which loan will be evidenced by a promissory note, and executed by Borrower in favor of Lender (the "Note"). The Note will be secured by a mortgage of the same date as the Note (the "Mortgage"). Lender and Borrower have requested that AmSouth execute this instrument.

## **AGREEMENT**

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, AmSouth agrees that the Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien or charge of AmSouth Bank to the extent the Mortgage secures the debt evidenced by the Note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions, and to the extent of advances made under the Note or the Mortgage necessary to preserve the rights or interest of Lender thereunder, but not to the extent of any other future advances. By its acceptance of this agreement, the Borrower agrees to pay the Subordination Fee set out in the AmSouth Subordination Request Form.

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

State of Alabama
Shelby County

AMSOUTH BANK

By: Man Roll
Its Vice President

Asst

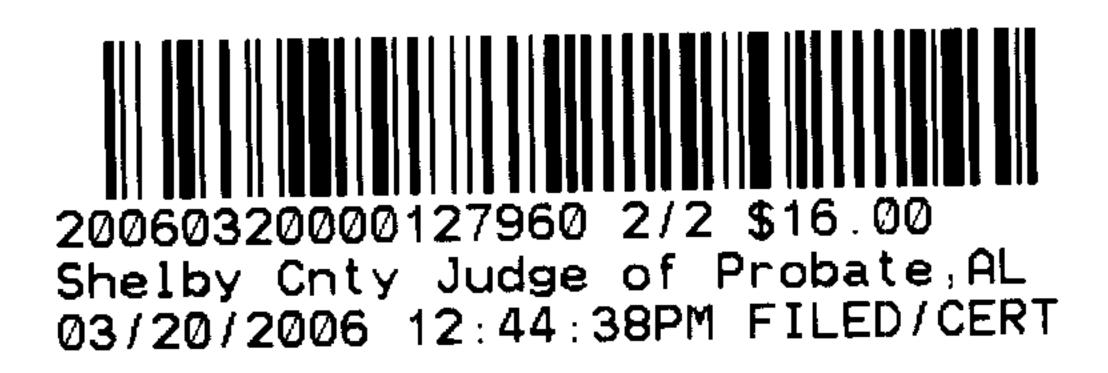
Notary Public

compissionexpires: NOTARY

STATE OF ALABA.
COMM. EXP. 1-2-

Manager Manage

NOTARY MUST AFFIX SEAL
This Instrument Prepared by:
AmSouth
P.O. Box 830721
Birmingham, AL 35283



## EXHIBIT A

A PARCEL OF LAND LOCATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND KNOWN AS:

BEING LOT NUMBER 8, IN NAVAJO HILLS, 6TH SECTOR, AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN MAP BOOK 6, PAGE 67 OF SHELBY COUNTY RECORDS.

Permanent Parcel Number: 13-8-27-4-001-008.000 JAMES C. COVINGTON, III AND WIFE, CAROLE W. COVINGTON, AS JOINT TENANTS WITH THE RIGHT OF SURVIVORSHIP

1400 CROSS PATH DRIVE, ALABASTER AL 35007 Loan Reference Number : 3216198/12038544

First American Order No: 7690376

Identifier: ELS