

## SUBORDINATION AGREEMENT

This agreement, made this 23rd day of February, 2007, by **Southern Home Services, L.L.C.**, owner of the land hereinafter described and hereinafter referred to as "OWNER", and **Scott & Wiggins Building Corporation** present holder of a mortgage and hereafter described and hereinafter referred to a "MORTGAGEE"

**THAT WHEREAS**, Southern Home Services, L.L.C., owner, did execute a mortgage, dated August 16, 2006, covering that certain real property described as follows:

Legal Description: Lot 103, according to the Survey of Camden Cove West,  
Sector 3, Phase 1, as recorded in Map Book 35, Page 14, in the  
Probate Office of Shelby County, Alabama

to secure a note in favor of MORTGAGEE, which mortgage was recorded 08/23/2006, 2006 as Document No. 20060823000411490 in the Office of the Probate Court of Shelby County, Alabama; and

**WHEREAS**, OWNER has executed, or is about to execute, a mortgage and note in favor of Regions Bank, hereinafter referred to as "LENDER", payable with interest and upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

**WHEREAS**, it is a condition precedent to obtaining said loan that said mortgage above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the mortgage first above mentioned; and

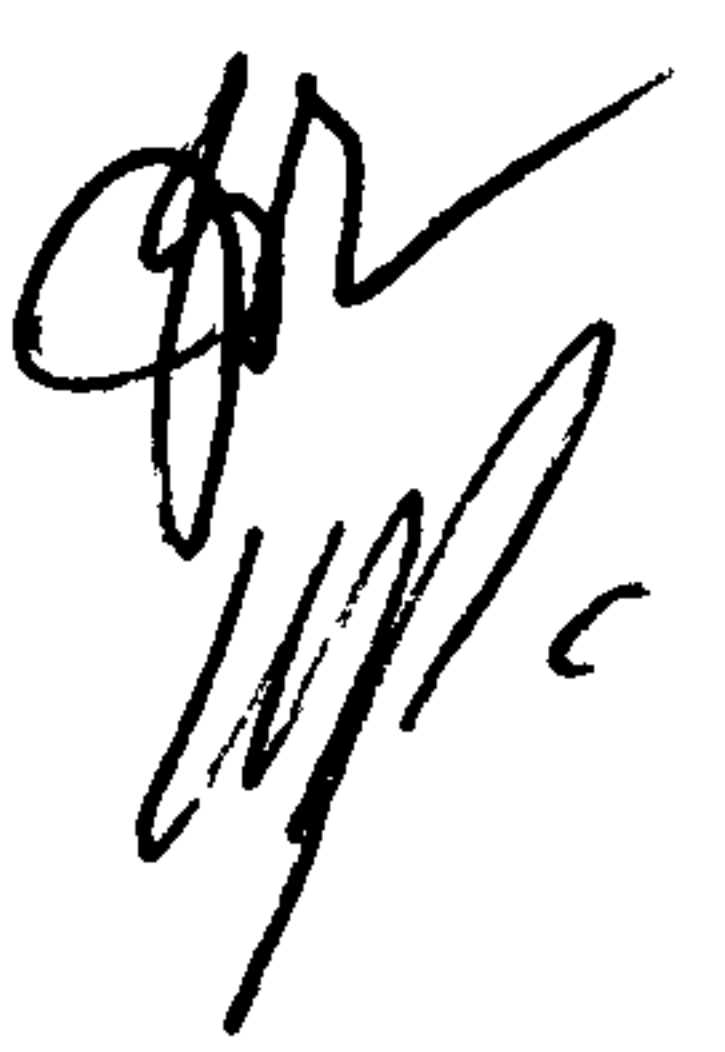
**WHEREAS**, LENDER is willing to make said loan provided the mortgage securing the lien or charge upon the above described property prior and superior to the lien or charge of the mortgage first above mentioned and provided that MORTGAGEE will specifically and unconditionally subordinate the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of LENDER; and



**WHEREAS**, it is to the mutual benefit of the parties hereto that LENDER make such loan to OWNER; and MORTGAGEE is willing that the mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the mortgage first above mentioned.

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce LENDER to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said mortgage securing said note in favor of LENDER, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the mortgage first above described.
- (2) That LENDER would not make its loan above described without this SUBORDINATION AGREEMENT.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of the lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages or to another deed or deeds of trust.
- (4) LENDER will notify MORTGAGEE in writing if an event of default exists, within ten days of the occurrence of the event.

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- ~~(5) Payments on the note in favor of MORTGAGEE may be made so long as MORTGAGEE has not received a notice from the LENDER that an event of default exists.~~

OWNER:

MORTGAGEE:

Southern Home Services, L.L.C.

Scott & Wiggins Building Corporation

By:

Richard M. Parks  
Richard M. Parks  
Its Managing Member

By:

J. Gregg Scott, Jr.  
J. Gregg Scott, Jr.  
Its President

STATE OF ALABAMA )  
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said county, in the state aforesaid, do hereby certify, that **J. Gregg Scott, Jr.** personally known to me whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein, set forth.

Given under my hand and official seal, this 23<sup>rd</sup> day of February, 2007.

My commission expires: 12-7-10

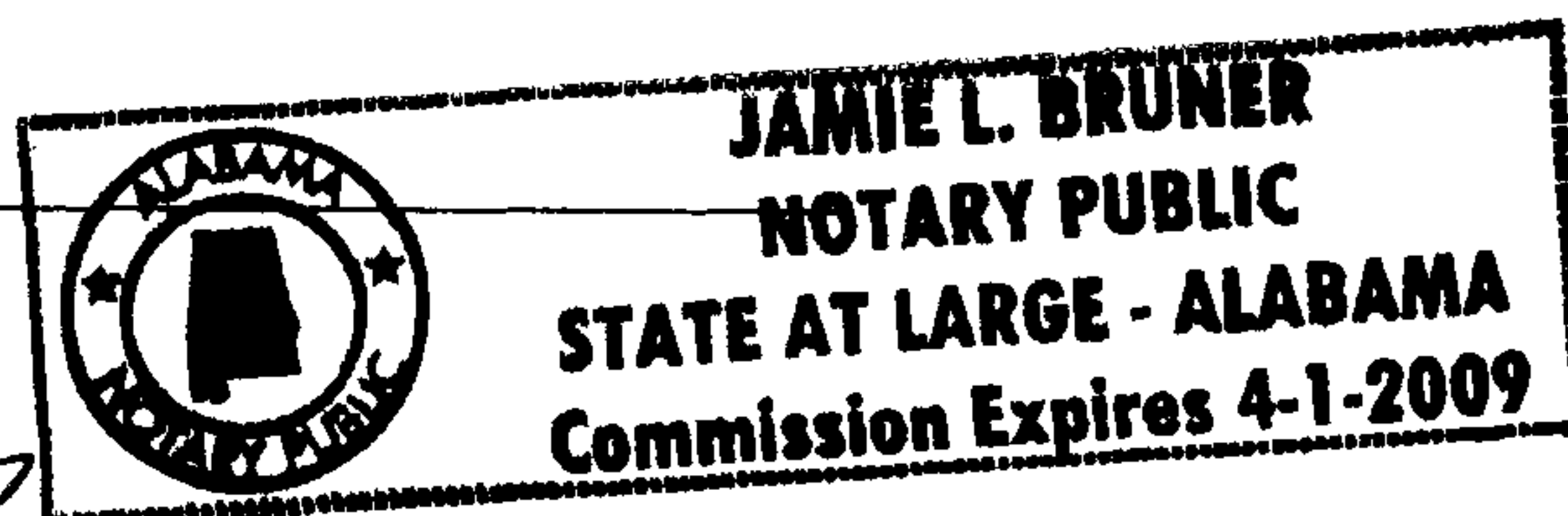
Janice M. Darden  
Notary Public

STATE OF ALABAMA )  
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said county, in the state aforesaid, do hereby certify, that **Richard M. Parks** personally known to me whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein, set forth.

Given under my hand and official seal, this 23<sup>rd</sup> day of February, 2007.

My commission expires:



Jamie L. Bruner  
Notary Public