

STATE OF ALABAMA

SHELBY

COUNTY

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this
 10 day of MARCH, 1992 ~~XXXXXX~~ by AMSOUTH BANK (hereinafter
 referred to as the "Mortgagee") in favor of AmSouth
 Mortgage Company, Inc., its successors and assigns
 (hereinafter referred to as "AmSouth").

WITNESSETH:

WHEREAS, Mortgagee did loan to ROBERT S. FAIRWEATHER III
 (the "Borrower",
 AND SUSAN K. FAIRWEATHER
 whether one or more) the sum of ONE HUNDRED SEVENTY FIVE
THOUSAND AND NO/100 Dollars
 (\$ 175,000.00), which loan is evidenced by a
MORTGAGE dated 12/12/91
 executed by Borrower in favor of Mortgagee, and is secured
 by a mortgage of even date therewith (the "Mortgage")
 covering the property described therein and recorded in
 Book 379, Page 603 of the real property records in
 office of the Judge of Probate of SHELBY
 County, Alabama; and

WHEREAS, Borrower has requested that AmSouth lend to it
 the sum of SIXTY FIVE THOUSAND AND NO/100
 Dollars (\$ 65,000.00) (the "Loan"), such Loan to be
 evidenced by a promissory note in such amount executed by
 Borrower in favor of AmSouth and secured by a mortgage of
 even date therewith (the "AmSouth Mortgage"); and

WHEREAS, AmSouth has agreed to make the Loan to
 Borrower, if, but only if, the AmSouth 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 on the terms set forth below and provided that the
 Mortgagee will specifically and unconditionally subordinate
 the lien or charge of the Mortgage to the lien or charge of
 the AmSouth Mortgage on the terms set forth below.

NOW, THEREFORE, in consideration of one dollar and in
 consideration of the premises and for other good and
 valuable consideration, the receipt and sufficiency of all
 of which is hereby acknowledged, and in order to induce
 AmSouth to make the Loan above referred to, Mortgagee
 agrees as follows:

1. The AmSouth Mortgage and the note secured by the
 AmSouth Mortgage and the debt evidenced by such 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 shall be and
 remain at all times a lien or charge on the property
 covered by the AmSouth Mortgage, prior and superior to the
 lien or charge of the Mortgage.

2. Mortgagee acknowledges that it intentionally
 waives, relinquishes, and subordinates the priority and
 superiority of the lien or charge of the Mortgage in favor
 of the lien or charge of the AmSouth Mortgage, and that it
 understands that, in reliance upon and in consideration of
 this waiver, relinquishment, and subordination, specific
 loans and advances are being and will be made, and, as part
 and parcel thereof, specific monetary and other obligations
 are being and will be entered into by AmSouth which would
 not be made or entered into but for such reliance upon this

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waiver, relinquishment, and subordination.

3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the AmSouth Mortgage, and as to the priority thereof, and there are no agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.

4. This agreement shall be binding upon the Mortgagee, its successors and assigns, and shall inure to the benefit of AmSouth, its successors and assigns.

5. No waiver shall be deemed to be made by AmSouth of any of its rights hereunder unless the same shall be in writing signed on behalf of AmSouth, and each such waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of AmSouth or the obligations of the Borrower or the Mortgagee to AmSouth hereunder in any other respect at any other time.

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

MORTGAGEE

AMSOUTH BANK, N.A.

ATTEST

Its: _____

By: H.R. Ahlquist

Its: Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that N.D. Ahlquist whose name as Vice President of AMSOUTH BANK, N.A. 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 said instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 16th day of MARCH, 1992.

Patricia Smith
Notary Public

[SEAL]

My Commission Expires:

MY COMMISSION EXPIRES OCTOBER 24, 1995

THIS INSTRUMENT PREPARED BY:

W. ALAN SUMMERS

1275 CENTER POINT RD, BIRMINGHAM, AL 35215