

SUBORDINATION AGREEMENT

THIS SUBORDINATION OF MORTGAGE executed this 5th day of August, 1993 by First Alabama Bank (hereinafter referred to as the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of that certain mortgage from Franklin P. Webb and wife, Connie B. Webb (with a maximum line of \$90,000.00 which is being reduced to \$20,000.00) recorded in Real 111, page 798, in the Probate Office of Shelby County, Alabama and mortgage amended in instrument 1992-6711 and filed for record 5/1/92 and recorded in the Probate Office of Shelby County, Alabama, being being more particularly described as follows:

Lot 31, according to the Survey of Meadow Brook, 11th Sector as recorded in Map Book 9, page 6 A & B, in the Probate Office of Shelby County, Alabama.

AND WHEREAS, Real Estate Financing, Inc. is making a mortgage Loan to Franklin P. Webb and wife, Connie B. Webb in the amount of \$80,000.00, said loan secured by a mortgage which encumbers the above described real Property:

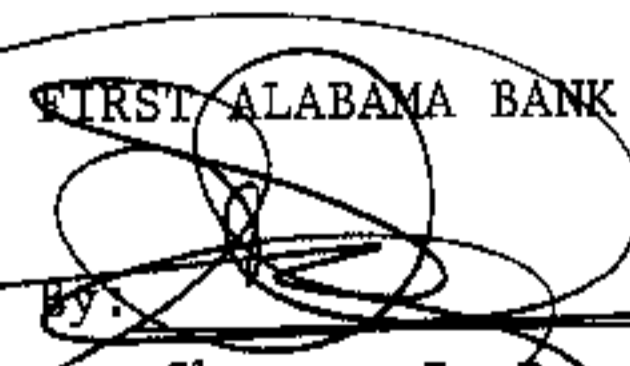
WHEREAS, Real Estate Financing, Inc. as a condition for making a new mortgage loan, requires Mortgagee to subordinate the lien of its mortgage to the lien of the new Real Estate Financing, Inc. and Mortgagee has agreed to do so.

NOW, THEREFORE, for and in consideration of the premises hereof and of the mutual advantages and benefits accruing to the parties hereto, and in further consideration of the sum of TEN DOLLARS in hand paid by Real Estate Financing, Inc., the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby covenant, consent and agree to and with Real Estate Financing, Inc. that the lien of First Alabama Bank, shall be and the same is hereby made subordinate, inferior, and subject in every respect to the lien of Real Estate Financing, Inc., which was granted by Franklin P. Webb and wife Connie B. Webb to Real Estate Financing, Inc, to which encumbers the above described property; provided, however that this subordination is limited to the amount of \$80,000.00.

IN WITNESS WHEREOF, this agreement is executed the day and year first above written.

Signed, sealed and delivered  
in the presence of:

*Shannon I. Dye*  
*Loan Operations Officer*

FIRST ALABAMA BANK  
  
By: \_\_\_\_\_  
Shannon I. Dye  
Vice President

Inst # 1993-24188

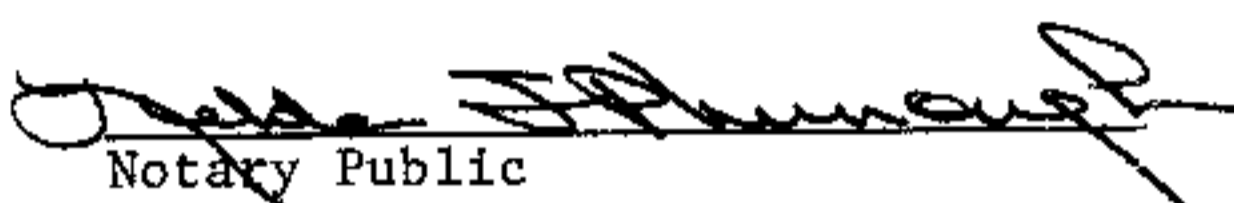
08/16/1993-24188  
07:58 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 11.00

*Gordon, J. L. L. L.*

STATE OF ALABAMA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 5th  
day of August, 1993 by Shannon I. Dye as Vice President  
of FIRST ALABAMA BANK, on behalf of the  
bank.

  
Notary Public

My Commission Expires: 2/5/95

Inst # 1993-24188

08/16/1993-24188  
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