

THIS INSTRUMENT WAS PREPARED BY:

Name: Charles A. J. Beavers, Jr.
Bradley, Arant, Rose & White
 Address: 1400 Park Place Tower
Birmingham, Alabama 35203

STATE OF ALABAMA)

COUNTY OF SHELBY)

SUBORDINATION OF EQUITY LINE OF CREDIT MORTGAGE

CENTRAL BANK OF THE SOUTH ("Central"), for good and valuable consideration, does hereby acknowledge and agree that the lien of that certain Equity Line of Credit Mortgage ~~dated~~ filed June 8 1992, from Preston Fussell and Jane Fussell, as mortgagor (the "Mortgagor," whether one or more), to Central, as mortgagee, recorded in the office of the Judge of Probate of Shelby County, Alabama at Instrument Book Page 1992-10553, (the "Equity Line Mortgage"), shall be and hereby is subordinate in right of priority to the lien of that certain mortgage from the Mortgagor, as mortgagor, to MortgageAmerica, Inc., as mortgagee (the "Mortgage"), to be recorded in the office of the Judge of Probate of Shelby County, Alabama (the "Superior Mortgage"); provided, however, that such subordination shall be effective only to the extent that the Superior Mortgage secures that certain loan from Mortgagee to Mortgagor in the principal amount of \$ 270,000.00 (the "Loan"), together with interest on the Loan and any amounts specifically secured by the Superior Mortgage which are expended by the Mortgagee to protect or enforce the Mortgagee's rights under the Superior Mortgage with respect to the Loan (the "Superior Indebtedness"). The lien of the Equity Line Mortgage shall be superior in right of priority to the lien of the Superior Mortgage to the extent that the Superior Mortgage secures any indebtedness of the Mortgagor to the Mortgagee other than the Superior Indebtedness.

To induce Central to enter into this Subordination Agreement, Mortgagee hereby certifies to Central as follows:

- (1) that the proceeds of the Loan shall be used to satisfy in full all indebtedness secured by that certain mortgage ~~dated~~ filed April 24, 1992, from Preston Fussell & Jane Fussell as mortgagor, to BancBoston Mortgage Corporation, as mortgagee, recorded in the office of the Judge of Probate of Shelby County, Alabama at Book XXX; Instrument #1992-5691 and transferred and assigned to Citibank, N.A. by instrument recorded in Instrument #1992-14410, in said Probate Office
- (2) that the Loan shall bear a(n) annual interest rate of 6.875 % per annum and shall be repayable in monthly installments at a(n) monthly amount of \$ 2,408.01, beginning November 1, 1993 and continuing until October 1, 2008, ~~199X~~; and
- (3) that the street address of the real property to be covered by the Superior Mortgage is 4901 Whispering Lake Circle, Birmingham, Alabama 35244.

The provisions of this Subordination Agreement are solely for the benefit of Central and Mortgagee, and shall not be deemed to modify any of the agreements executed and delivered in connection with the Equity Line Mortgage or the Superior Mortgage or to waive any of the rights of Central or Mortgagee, as the case may be, thereunder, as against the Mortgagor, nor shall it constitute or give rise to any defense, right of offset or counterclaim by Mortgagor.

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 SHELBY COUNTY JUDGE OF PROBATE
 DOE MCD 11.00

Bradley, Arant

1993-30652 Inst #

This Subordination Agreement may be amended or modified only by written instrument signed by Central and Mortgagee.

IN WITNESS WHEREOF, Central has caused this Subordination Agreement to be executed as of the 30th day of September, 1993.

CENTRAL BANK OF THE SOUTH

By: [Signature]

Its Loan Officer

By: _____

Its _____

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Loren Carlson, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Robert A. Pless, whose name as Loan Officer of Central Bank of the South, a(n) corporation, 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 the foregoing instrument, he, 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 on this the 30th day of September, 1993.

[NOTARIAL SEAL]

Loren Carlson
Notary Public

My Commission Expires: 5-23-94

STATE OF _____)

COUNTY OF _____)

I, _____, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of _____, a(n) _____, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand and official seal this the _____ day of _____, 19____.

[NOTARIAL SEAL]

In _____

Notary Public

My Commission Expires: _____

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SHELBY COUNTY JUDGE OF PROBATE
JUL 11 1993