

SUBORDINATION AGREEMENT

THIS SUBORDINATION OF MORTGAGE executed this 12th day of November, 1993 by First Alabama Bank (hereinafter referred to as the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of that certain mortgage from Samuel E. Tranum and wife, Katherine C. Tranum (with a maximum line of \$30,000.00 available to draw) recorded in Inst. #1992-11486, in the Probate Office of Shelby County, Alabama, said mortgage being corrected by corrective mortgage recorded in Instrument Number 1992-21020, in said Probate Office more particularly described as follows:

Lots 33 and 33-A, according to the Survey of Deerwood Lake, as recorded in Map Book 6, Page 30, in the Probate Office of Shelby County, Alabama.

AND WHEREAS, Castle Mortgage Corporation is making a mortgage loan to Samuel E. Tranum and wife, Katherine C. Tranum (to refinance the original first mortgage loan to Castle Mortgage Corporation Recorded in Book 397, Page 921 in the probate office of Shelby County, Alabama.) said loan secured by a mortgage which encumbers the above described real Property:

WHEREAS, Castle Mortgage Corporation as a condition for making a new mortgage loan, requires Mortgagee to subordinate the lien of its mortgage to the lien of the new Castle Mortgage Corporation 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 Castle Mortgage Corporation the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby covenant, consent and agree to and with Castle Mortgage Corporation 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 Castle Mortgage Corporation which was granted by Samuel E. Tranum and wife, Katherine C. Tranum to Castle Mortgage Corporation to refinance the original mortgage recorded in Book 397 page 921 which encumbers the above described property; provided, however that this subordination is limited to the amount of \$120,000.00.

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

Signed, sealed and delivered  
in the presence of:

*[Signature]*  
*[Signature]*

FIRST ALABAMA BANK

By: *[Signature]*  
Dollie Young  
Vice President

12/02/1993-38455  
03:29 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NCD 11.00

CLAYTON L. CHENEY, ATTORNEY AT LAW

Inst # 1993-38455

STATE OF ALABAMA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 12th  
day of November , 1993 by Dollie Young as  
Vice President of FIRST ALABAMA BANK, on behalf of the  
bank.

Martha S. Henin  
Notary Public

My Commission Expires: May 18, 1994

Inst # 1993-38455

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SHELBY COUNTY JUDGE OF PROBATE  
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