

SECOND LIEN AGREEMENT

Loan No. : 5K 777576
Name : Tarrow Hill Farm
FLHA : FLHA OF NORTH ALABAMA
Branch : Talladega

THE STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY

THAT WHEREAS, First National Bank of Columbiana

the legal owner(s) and holder(s) of certain indebtedness,

and secured by property attached hereto as Exhibit "A"

more fully described in mortgage, dated March 28, 1991,
executed by Frances Ophelia Wyatt
to First National Bank of Columbiana
and now shown of record in Volume/Book 335, Page 687, in the office of the
Probate Judge of Shelby County, ALABAMA to which instrument and
the record thereof, reference is here made for a more complete description of said
land and the indebtedness above mentioned, said land now being owned by:

Ophelia R. Wyatt

who has/have made application to the FARM CREDIT BANK OF TEXAS for a loan in the sum
of \$ 135,000 to be evidenced by amortization note payable to said Bank in
payments extending over a period of years, to be secured by mortgage on said land
for the benefit of said Bank; and

WHEREAS, said Bank has declined to make said loan unless its said lien shall be a
first superior lien to any and all liens against said land;

NOW, THEREFORE, for and in consideration of the premises and ONE DOLLAR in hand paid
by said Bank, receipt of which is hereby acknowledged, it is hereby specifically
agreed that any and all liens now held and owned by the undersigned against said
land shall be, and the same is hereby declared to be, second and inferior to the
lien in favor of said Bank; that the note in favor of said Bank and the mortgage
securing the same, and all renewals thereof, shall be and is a first and superior
lien on said land, and shall so remain so long as said amortization note, or any
part thereof, remains unpaid, and that said Bank may make said loan upon such terms
and for such length of time, and secure its repayment by a mortgage containing such
covenants, conditions and agreements, including the power of acceleration of the
maturity of said indebtedness and the sale of the land, as it may determine.

THIS SUBORDINATION IS LIMITED TO PROPERTY DESCRIBED IN EXHIBIT "A" HERETO.

EXECUTED this 27th day of May, A.D. 1994

FIRST NATIONAL BANK OF COLUMBIANA

William R. Justice
by: William R. Justice,
In-House Counsel

Inst # 1994-17212

05/27/1994-17212
04:04 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 13.50

STATE OF ALABAMA

SECOND LIEN AGREEMENT

COUNTY OF _____

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____
whose name(s) _____ signed to the foregoing instrument and who _____
known to me, acknowledged before me on this day that, being informed of the contents
of the instrument, _____ executed the same voluntarily on the day the same
bears date.

Given under my hand and official seal this _____ day of _____,

(NOTARIAL SEAL)

Notary Public

My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF _____ SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that William R. Justice
whose name as In-House Counsel of the First National Bank of Columbiana
_____, a 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 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 27th day of May
1994.

(NOTARIAL SEAL)

Notary Public

My Commission Expires: 10-16-96

STATE OF ALABAMA

COUNTY OF _____

I hereby certify that the foregoing instrument was filed for record in this
office on the _____ day of _____, at _____
o'clock, _____ a., and duly recorded in Mortgage Book _____ at Page _____.

JUDGE OF PROBATE

Prepared By:

When Recorded Return To:

EXHIBIT A
LEGAL DESCRIPTION

Northwest Quarter of the Southeast Quarter and Northeast Quarter of the Southwest Quarter and Northwest Quarter of the Southwest Quarter of Section 9, Township 20 South, Range 2 East. ALSO, Northeast Quarter of the Southeast Quarter of Section 9, Township 20 South, Range 2 East. LESS AND EXCEPT any part of caption lands lying within the right of way of Alabama Highway #25.

ALSO, LESS AND EXCEPT PARCELS I THROUGH V, AS DESCRIBED HEREIN:

EXCEPTION PARCEL I:

Begin at a point on the North line of Northwest Quarter of Southwest Quarter, Section 9, Township 20 South, Range 2 East where the same is intersected by the East right of way line of Alabama Highway No. 25 and run thence East along the North line of said forty acres and along the North line of Northeast Quarter of Southwest Quarter of said Section 416 feet; thence run in a Southerly direction and parallel with the East right of way line of said Highway 210 feet; thence run West and parallel with the North line of said forty acres 416 feet to the East right of way line of said Highway; thence run in a Northerly direction along said right of way of said Highway 210 feet to the point of beginning.

EXCEPTION PARCEL II:

Begin at the point where the East right of way line of Alabama Highway No. 25 crosses the South line of the Northwest Quarter of Southwest Quarter of Section 9, Township 20 South, Range 2 East and run along said right of way line in a Northerly direction 400 feet; thence East and parallel with the South line of said 40 acres 400 feet; thence in a Southerly direction and parallel with said highway right of way line 400 feet to the South line of said 40 acres; thence along same West 400 feet to the point of beginning.

EXCEPTION PARCEL III:

Begin at the SW corner of the NW 1/4 of the SW 1/4 of Section 9, Township 20 South, Range 2 East; thence run East along the South line of said 1/4-1/4 for 512.0 feet; thence 94 degrees 49 minutes 10 seconds left run 300.36 feet; thence 85 degrees 05 minutes 56 seconds left and run 488.51 feet to the West line of said 1/4-1/4; thence 90 degrees 24 minutes 53 seconds left run 300.0 feet to the point of beginning; being situated in Shelby County, Alabama.

EXCEPTION PARCEL IV:

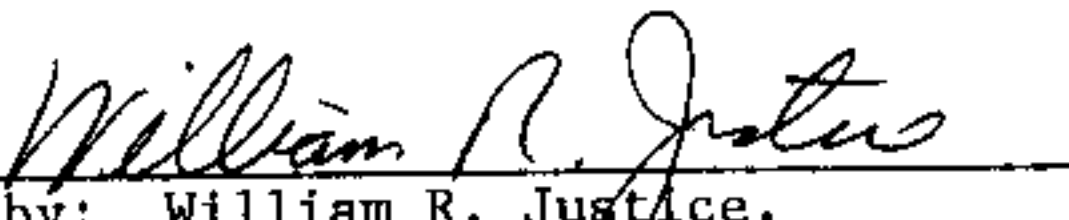
A parcel of land lying in the NW 1/4 of the SW 1/4, Section 9, Township 20 South, Range 2 East, described as follows: Commence at the Southwest corner of the NW 1/4 of the SW 1/4, Section 9, Township 20 South, Range 2 East; thence run East along the South line of said 1/4-1/4 Section a distance of 512.00 feet to the point of beginning; thence continue in the same direction a distance of 460.00 feet, to the West right of way line of Alabama Highway No. 25; thence run a deflection angle of 78 degrees 15 minutes 00 seconds to the left, and run along said Highway right of way a distance of 305.50 feet; thence turn a deflection angle of 101 degrees 45 minutes 00 seconds to the left and run a distance of 545.00 feet; thence turn a deflection angle of 94 degrees 21 minutes 14 seconds to the left and run a distance of 300.00 feet, to the point of beginning. Situated in Shelby County, Alabama.

EXCEPTION PARCEL V:

Part of the NW 1/4 of SW 1/4 of Section 9, Township 20 South, Range 2 East, more particularly described as follows: Begin on West line of Alabama Highway #25 as the same was located on July 21, 1949, at a point where it crosses the North line of NW 1/4 of SW 1/4 of Section 9, Township 20 South, Range 2 East and run West along the North line of said forty acres 300 feet; thence South and parallel with the West line of said forty acres 100 feet; thence East and parallel with the North line of said forty acres 300 feet, more or less, to the West line of said highway as located on July 21, 1949; thence along same in a Northerly direction 100 feet to the point of beginning; being situated in Shelby County, Alabama.

SIGNED FOR IDENTIFICATION:

FIRST NATIONAL BANK OF COLUMBIANA


by: William R. Justice,
In-House Counsel

Inst # 1994-17212

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