

August 4, 1995

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STATE OF ALABAMA

JEFFERSON COUNTY

SUBORDINATION AGREEMENT

This agreement dated this 4TH day of AUGUST, 1995, i
made by SouthTrust Bank of Alabama N.A. (hereinafter call
the "Subordinate Mortgagee") in favor of SOUTHEASTERN
MORTGAGE OF ALABAMA (hereinafter called the "Refinance
Creditor"),

WITNESSETH:

WHEREAS, Subordinate Mortgagee is the holder of that
certain mortgage executed by DAVID P. NAEFE AND EMILY P.
NAEFE ("the Mortgagors") which mortgage is recorded in
INSTRUMENT 1993-00268, in the Office of the Judge of Probate
of SHELBY COUNTY, Alabama (the "Junior Mortgage"); and

WHEREAS, the Junior Mortgage is subordinate to that
certain mortgage in favor of DF SOUTHEASTERN MORTGAGE OF
ALABAMA, which mortgage is recorded in INST.1992-22815 AND
SUBSEQUENTLY TRANSFERRED AND ASSIGNED TO DECATUR FEDERAL
SAVINGS AND LOAN ASSOCIATION, IN INSTRUMENT 1992-22816 IN
said Probate Office ("the Existing First Mortgage") and

WHEREAS, Refinance Creditor has agreed to lend to the
Mortgagors the sum of \$285,000.00 to be used, among other
things, to pay in full the indebtedness secured by the
Existing First Mortgage and to obtain a release or
satisfaction of record of the Existing First Mortgage, but
on the condition that the Refinance Loan be secured by a
Mortgage and that the Refinance Mortgage be entitled to the
rights afforded to a first mortgage on such property; and

WHEREAS, at Mortgagors' and Refinance Creditor's
request, Subordinate Mortgagee has agreed to subordinate its
Junior Mortgage to the Refinance Mortgage.

NOW, THEREFORE in consideration of the premises and
Twenty five Dollars (\$25.00) and other valuable
consideration, the receipt and sufficiency of which are
hereby acknowledged, Subordinate Mortgagee does hereby agree
with Refinance Mortgagee as follows:

1.Subordination. In order to induce Refinance Creditor
to make the Refinance Loan and, at any time or from time to
time, at Refinance Creditor's option, to grant such
extensions or renewals of the Refinance Loan as Refinance
Creditor may deem advisable, Subordinate Mortgagee hereby
subordinates the Junior Mortgage and all right, title and
interest of Junior Mortgagee in the property conveyed and
transferred thereby to the Refinance Mortgage and all the
right, title and interest in the property conveyed and
transferred to the Refinance Creditor thereby, and
Subordinate Mortgagee further agrees that any existing or

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hereafter acquired or arising security interests, security title, or lien in or on the property conveyed or transferred by the Junior Mortgage are and at all times hereafter shall be and remain subordinate and inferior in priority to any security interest, security title or lien in or on such property in favor of Refinance Creditor securing payment of the Refinance Loan, including, without limitation, the Refinance Mortgage; provided, that the subordination herein made is limited to the original principal amount of the Refinance Loan, all interest thereon and all other sums secured by the Refinance Mortgage (other than additional advances of principal to the mortgagors, their heirs, personal representatives, successors or assigns), and provided further that it is a condition to the effectiveness of this Subordination Agreement that the Refinance Mortgage and a release or satisfaction of the Existing First Mortgage must be recorded in due course in the Probate Office named above.

2. Successors and Assigns. This Subordination Agreement shall be binding upon and shall inure to the benefit of Subordinate Mortgagee and Refinance Creditor and their respective successors and assigns, but this agreement shall not inure to the benefit of any other third party.

3. Waiver of Notice and Acceptance. Notice of acceptance of this Subordination Agreement by Refinance Creditor is hereby waived by Subordinate Mortgagee, and this Subordination Agreement and all of the terms hereof shall be immediately binding upon Subordinate Mortgagee from the date of execution and delivery hereof.

IN WITNESS WHEREOF, Subordinate Mortgagee, by its duly authorized officer, has executed this agreement on or as of the date first above written.

Stephen A. Pierce
By: Stephen A. Pierce
Its : Loan Officer

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said State, hereby certify that Stephen A. Pierce, whose name as Loan Officer of SouthTrust Bank of Alabama 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 the 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 this 4TH day of AUGUST, 1995.

Terru L. Moody
Notary Public

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My Commission 995-23201
Inst. # 13301 Expires December 9, 1997

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