

SUBORDINATION AGREEMENT

STATE OF ALABAMA

SHELBY COUNTY

WHEREAS, the undersigned, Floyd D. Crooks, a divorced man and James B. McCorstin, a married man, have applied to FIRST ALABAMA BANK for a loan to be made to Floyd D. Crooks, a divorced man and James B. McCorstin, a married man upon their note secured by a real estate mortgage in certain real property described in the attached EXHIBIT "A".

and may hereinafter make application for further loans upon said security; and,

WHEREAS, James B. McCorstin, Jr. and wife, Mildred S. McCorstin, holds a real estate mortgage on the above described real property, which mortgage is dated January 1, 1994, and is recorded in Instrument #1994-36215, in the Office of the Judge of Probate of Shelby County, Alabama; and,

WHEREAS, FIRST ALABAMA BANK requires, as a condition to making foregoing described loans to the said Floyd D. Crooks and James B. McCorstin, III, that James B. McCorstin, Jr. and wife, Mildred S. McCorstin, subordinate to the lien or perfected security interest of the said FIRST ALABAMA BANK in said real property.

NOW, THEREFORE, in consideration of the premises, James B. McCorstin, Jr. and wife, Mildred S. McCorstin, does hereby agree to and with FIRST ALABAMA BANK, its successors and assigns as their interest may appear, that all notes, secured by Floyd D. Crooks and James B. McCorstin, III in the herein described real property at any time pledged by the said Floyd D. Crooks, and James B. McCorstin, III to FIRST ALABAMA BANK as collateral security for loans made to Floyd D. Crooks and James B. McCorstin, III by FIRST ALABAMA BANK shall have priority in right and remedy over any claims, however evidenced, for loans made by the said James B. McCorstin, III, and shall be satisfied out of the pledged property before recourse to such property may be had by James B. McCorstin, Jr. and wife, Mildred S. McCorstin for the repayment of any loan. It being the intent hereof that any notes secured by security instruments pledged to FIRST ALABAMA BANK shall be deemed the sole obligation so secured, and that until full payment thereof shall have been made, the pledged property and all proceeds from sale or other disposition thereof shall be held solely as security for the repayment of such pledged notes. Provided, however, this Subordination Agreement is limited to a maximum indebtedness of \$142,000.00. It being the intention of this limitation that any sums owed by Floyd D. Crooks and James B. McCorstin, III to FIRST ALABAMA BANK in excess of \$142,000.00 shall not be subject to the

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terms and conditions of this Subordination Agreement and FIRST ALABAMA BANK specifically acknowledges that any such indebtedness in excess of \$142,000.00 secured by said real property shall be subordinate to any prior liens or encumbrances held by James B. McCorstin and wife, Mildred S. McCorstin.

James B. McCorstin and wife, Mildred S. McCorstin expressly reserves the right to apply any surplus of pledged property or proceeds from sale or other disposition thereof remaining after satisfaction of such notes to FIRST ALABAMA BANK to the liquidation of the loan by James B. McCorstin, Jr. and wife, Mildred S. McCorstin to Floyd D. Crooks and James B. McCorstin, III.

IN WITNESS WHEREOF, the parties hereto have executed this Subordination Agreement on this the 17th day of November, 1995.

James B. McCorstin, III
James B. McCorstin, III

Floyd D. Crooks
Floyd D. Crooks

James B. McCorstin, Jr.
James B. McCorstin, Jr.

Mildred S. McCorstin
Mildred S. McCorstin

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Floyd D. Crooks, a divorced man and James B. McCorstin, III, a married man, whose names are signed to the foregoing Agreement and who are known to me, acknowledged before me on this day, that being informed of the contents of the Agreement, they executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 17th day of November, 1995.

[Signature]
Notary Public

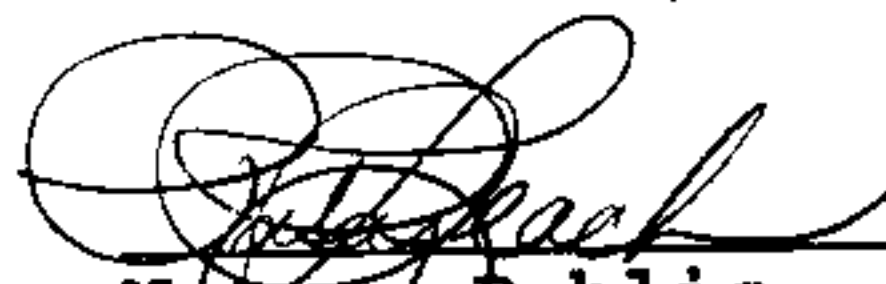
MY COMMISSION EXPIRES DECEMBER 28, 1998

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public, in and for said County and said State, hereby certify that James B. McCorstin, Jr. and wife, Mildred S. McCorstin, whose names are signed to the foregoing Agreement and who are known to me, acknowledged before me on this day, that being informed of the contents of the Agreement, they executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 17th, day of November, 1995.


Notary Public

MY COMMISSION EXPIRES DECEMBER 31, 1995

Floyd D. Crooks, a divorced man and Floyd D. Crooks are one in the same person.

James B. McCorstin, III, a married man and James B. McCorstin are one in the same person.

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