

SUBORDINATION AGREEMENT

THIS SUBORDINATION OF MORTGAGE executed this 22nd day of December, 1995, by National Bank of Commerce of Birmingham (hereinafter referred to as the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of that certain Real Estate Mortgage (with a current principal balance of 180,530.02) from L. J. Steele Sr. and wife, Dean Steele recorded in Instrument #1993-40317, in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Lot 87 and 87A, according to the Survey of Meadow Brook, 18th Sector, Phase I, as recorded in Map Book 10, Page 26, in the Probate Office of Shelby County, Alabama.

Minerals and mining rights excepted.

AND WHEREAS, Coats & Co., Inc., is making a mortgage loan to L.J. Steele Sr. and wife, Dean Steele (to refinance the original first mortgage loan to National Bank of Commerce of Birmingham recorded in Instrument #1993-7881 in the Probate Office of Shelby County, Alabama) in the amount of \$450,678.71 said loan secured by a mortgage which encumbers the above described real property;

WHEREAS, Coats & Co., Inc., as a condition for making said new mortgage loan, requires Mortgagee to subordinate the lien of its mortgage to the lien of the Coats & Co., Inc. mortgage and Mortgagee has agreed to do so.

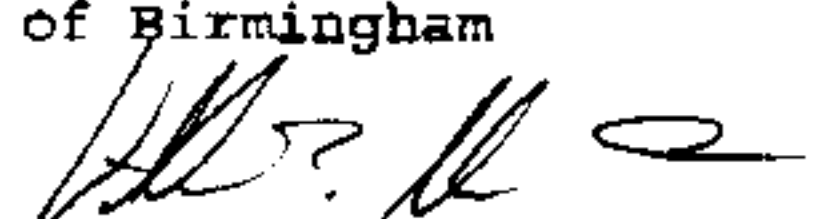
NOW, THEREFORE, for and in consideration of the premises hereof and of the mutual advantages and benefits accruing to the parties hereto, and in further consideration of the sum of TEN DOLLARS in hand paid by Coats & Co., Inc., the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby covenant, consent and agree to and with Coats & Co., Inc. that the lien of National Bank of Commerce of Birmingham, shall be and the same is hereby made subordinate, inferior and subject in every respect to the lien of Coats & Co., Inc., which was granted by L.J. Steele, SR. and wife, Dean Steele to Coats & Co., Inc., to refinance the original mortgage recorded in Instrument #1993-40317, in the Office of the Judge of Probate of Shelby County, Alabama, which encumbers the above described property; provided, however, that this subordination is limited to the amount of \$180,530.02.

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

Signed, sealed and delivered
in the presence of:

National Bank of Commerce
of Birmingham


NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION - EXPIRES: Sept. 14, 1997.
BONDED THROUGH THE ALABAMA NOTARY PUBLIC BOARD


William E. Matthews, V
Vice President

STATE OF Alabama
COUNTY OF Jefferson

Inst # 1995-37345

12/29/1995-37345
02:04 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 8.50

Inst # 1995-37345