

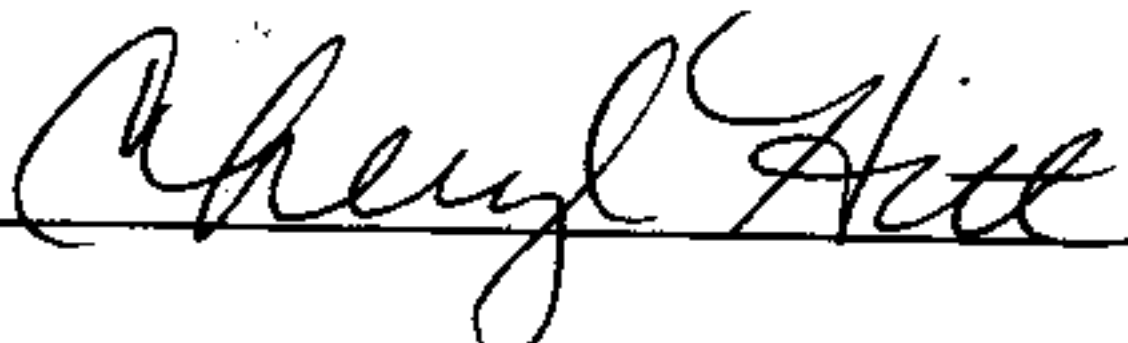
SUBORDINATION AGREEMENT

Pursuant to the terms of the mortgage entered into by and between Roy H. Crain and Jonquil S. Crain and Colonial Bank in the amount of \$19,000.00 on the 16th day of April, 1992, and recorded in Instrument #6797, in the Probate Office of Shelby County, Alabama. Colonial Bank does declare the lien of its mortgage filed for record on the 1st of May, 1992, and recorded in Instrument #6797 in the Probate Office of Shelby County, Alabama to be second and subordinate to the lien of the mortgage given by Colonial Bank to G. E. Capital Mortgage in the amount of Forty-five Thousand Fifty Dollars (\$45,050.00) executed on the 1 day of October, 1997, and

Both mortgages are encumbering certain real property described as:

Lot 3, according to the Survey of Monte Tierra, First Addition, as recorded in Map Book 6, page 93, in the Probate Office of Shelby County, Alabama.

IN WITNESS WHEREOF, this Subordination Agreement has been executed on this the 8th day of October, 1997.

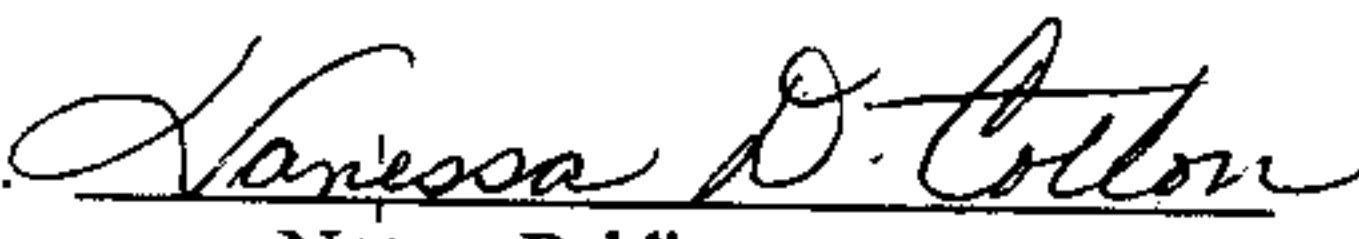


Colonial Bank
By: _____ Cheryl Hitt
Its: _____ Branch Manager

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public, in and for said County in said State hereby certify that Cheryl Hitt whose name as Branch Manager of Colonial Bank is signed to the foregoing Agreement and who is known to me acknowledged before me that being informed of the contents of the above and foregoing Agreement he, in his capacity as such officer executed the same for and as the act of said corporation.

Given under my hand this the 10 of October, 19 97.

My Commission Expires 09-27-2001 

Notary Public

Inst # 1997-35434

10/30/1997-35434
10:23 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DD1 HCD 8.50

Inst # 1997-35434