

State of Alabama
Shelby County

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this 19th day of December 1997 by
AmSouth Bank (hereinafter referred to as the "Mortgagee") in favor of Southeastern Mortgage of AL,
L.L.C. (hereinafter referred to as the "Mortgage Company"), its successors and assigns.

Inst # 1998-00751

WITNESSETH:

WHEREAS, Mortgagee did loan to Steven and Toni Faulkner
(the "Borrower", whether one or more) the sum of Twenty thousand dollars and 00/100
(\$ 20,000), which loan is evidenced by a note dated 3-19-97, executed by Borrower in
favor of Mortgagee, and is secured by a mortgage, deed of trust, security deed, deed to secure debt or other security
instrument of even date therewith ("the Mortgage") covering the property described therein and recorded in book
1997, page 10633 in the public records of Shelby County, Alabama and

WHEREAS, Borrower has requested Southeastern Mortgage of AL, L.L.C.
lend to it the sum of One hundred seventy two thousand dollars and 00/100
(the "Loan"), such Loan to be evidenced by a promissory note in such amount executed by Borrower in favor of the
Mortgage Company and secured by a mortgage, deed of trust, deed to secure debt, security deed or other security
instrument of even date therewith; and

WHEREAS, the Mortgage Company has agreed to make the Loan to Borrower, if, but only if, the Mort-
gage Company Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior
to the lien or charge of the Mortgage on the terms set forth below and provided that the Mortgage will specifically
and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of the Mortgage on the
terms set forth below.

NOW, THEREFORE, in consideration of one dollar and in consideration of the premises and for other
good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, and in order to
induce the Mortgage Company to make the Loan above referred to, Mortgagee agrees as follows:

1. The Mortgage Company Mortgage and the note secured by the Mortgage Company Mortgage and
the debt evidenced by such note and any and all renewals and extensions thereof, or of any part thereof, and all in-
terest payable on all said debt and on any and all such renewals and extensions shall be and remain at all times a lien
or charge on the property covered by the Mortgage Company Mortgage, prior and superior to the lien or charge to
the Mortgagee.

2. Mortgagee acknowledges that it intentionally waives, relinquishes, and subordinates the priority
and superiority of the lien or charge of the Mortgage in favor of the lien or charge of the Mortgage Company, and
that it understands that, in reliance upon and in consideration of the waiver, relinquishment, and subordination, spe-
cific loans and advances are being and will be made, and, as part and parcel thereof, specific monetary and other ob-
ligations are being and will be entered into by the Mortgage Company which would not be made or entered into but
for such reliance upon this waiver, relinquishment, and subordination.

3. This agreement contains the entire agreement between the parties hereto as to the loan secured by
the Mortgage and the Loan secured by the Mortgage Company, and as to the priority thereof, and there are not
agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this
agreement.

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4. This agreement shall be binding upon the Mortgagee, its successors and assigns and shall insure to the benefit of the Mortgage Company, its successors and assigns.

5. No waiver shall be deemed to be made by AmSouth of any of its rights hereunder unless the same shall be in writing signed on behalf of AmSouth, and each such waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the Mortgage Company or the obligations of the Borrower or the Mortgagee to the Mortgage Company hereunder in any other respect at any other time.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

AMSOUTH BANK

ATTEST

Holly Owens
Its Teleservice Representative
Stephanie Ramsey
Its Teleservice Representative

By: William Wilburne
Its Vice President

ACKNOWLEDGMENT FOR CORPORATION

State of Alabama
Jefferson County

I, the undersigned authority, a Notary Public, in and for said county in said State hereby certify that William Wilburne whose name as Vice President of Am-South Bank, 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 said instrument, the officer, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 19 day of December, 1997.

Bonnie Simpson
Notary Public

My commission expires:

4-1-99

NOTARY MUST AFFIX SEAL

This Instrument Prepared By:
Stephanie Ramsey
P.O. Box 830721
Birmingham, Alabama 35283

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