

SUBORDINATION AGREEMENT

Whereas, the said party of the Central State Bank, now owns and holds the following mortgage or note secured thereby: Mortgage dated the 7th day of November, 1997, made by James A. Salter and Shirley D. Salter to Central State Bank, in the principal sum of (\$ 2,569.57) and recorded in Instrument Number 1997/36551, in the office of the Judge of Probate of **Shelby** County, Alabama, covering premises described as follows:

SEE ATTACHED LEGAL DESCRIPTION

Whereas, the present owner of the premises hereinafter mentioned is about to execute and deliver a first mortgage to America's Wholesale Lender, to secure the principal sum of Twenty Thousand Four Hundred and no/100 Dollars (\$20,400.00) and interest, covering the above-referenced premises; and

Whereas, the mortgage to America's Wholesale Lender, has refused to accept said mortgage unless said mortgage held by Central State Bank, be subordinated in the manner hereinafter mentioned;

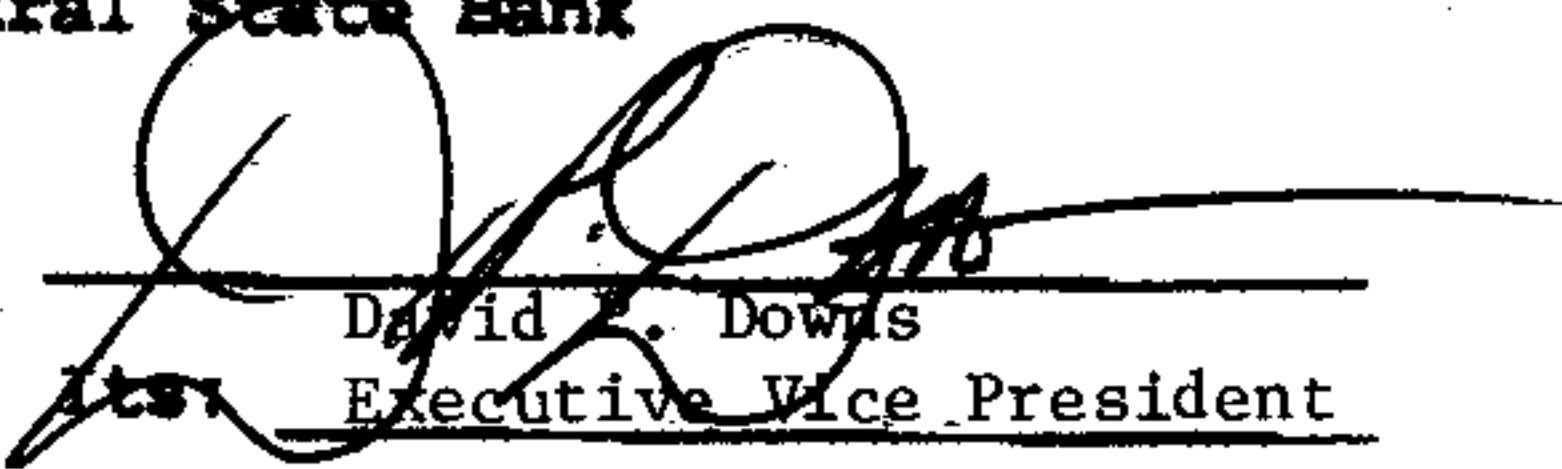
Now therefore, in consideration of one dollar paid to Central State Bank, the receipt whereof is hereby acknowledged, Central State Bank, hereby covenants and agrees with America's Wholesale Lender, that said mortgage held by Central State Bank, shall be and shall continue to be subject and subordinate in lien to the lien of said second mortgage for Twenty Thousand Four Hundred and no/100 Dollars (\$20,400.00) and plus interest delivered to America's Wholesale Lender and to all advances heretofore made or which hereafter may be made thereon (including but not limited to all sums advanced for the purpose of paying brokerage commissions, consideration paid for making the loan, mortgage recording tax, documentary stamps, fee for examination of title, surveys, and any other disbursements and charges in connection therewith) to the extent of the last mentioned amount and interest, and all such advances may be made without notice to Central State Bank, and to any extensions, renewals and modifications thereof.

This agreement may not be changed or terminated orally. This agreement shall bind and enure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

In Witness Whereof, Central State Bank, has duly executed this agreement the day and year first above written.

Central State Bank

BY:

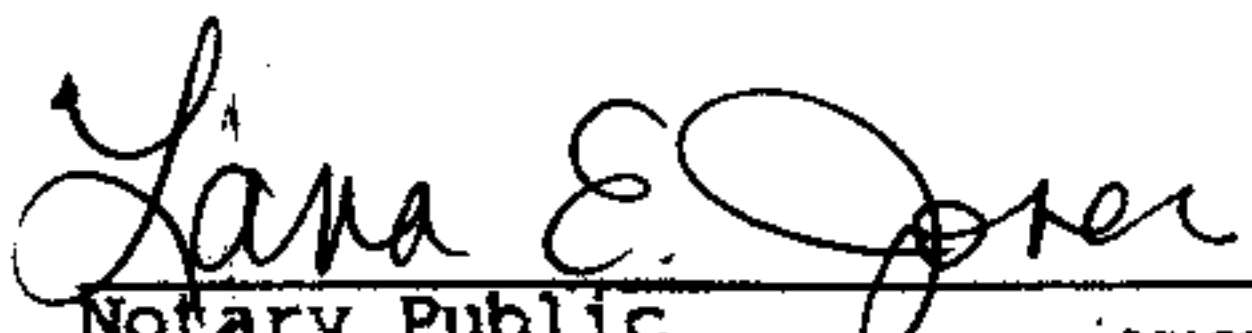

David L. Downs

Its: Executive Vice President

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Central State Bank, 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 said instrument, he, as such officer and with full authority and in such capacity executed the same voluntarily aforesaid.

Given under my hand and official seal of office, this _____ day of June, 1998.


Lana E. Jones

Notary Public

My Commission Expires: _____ MY COMMISSION EXPIRES MAY 7, 2001

Inst # 1998-24109

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06/29/1998-24109
10:55 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NEL 11.00