

STATE OF ALABAMA)
COUNTY OF SHELBY)

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this 27 day of October, 19 98
by Cross Heating & Cooling, Inc. (hereinafter referred to as "Mortgagee")
in favor of Charter One Mortgage Corp. (hereinafter referred to as "Charter One").

WITNESSETH:

WHEREAS, Mortgagee did loan to David B. Kellis, (UCC Financing Statement)
(the "Borrower"), whether one or more) the sum of \$ 2,187.60, which loan is
evidenced by a note dated 09/16/93, 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 as Inst#1993-28413 in the Probate Office of
SHELBY County, ALABAMA; and

WHEREAS, Borrower has requested that CHARTER ONE lend to it the sum of
\$ 174,000.00 (the "Loan"), such loan to be evidenced by a promissory note in such
amount executed by Borrower in favor of CHARTER ONE and secured by a mortgage, deed of
trust, deed to secure debt, security deed or other security instrument of even date therewith; and

WHEREAS, CHARTER ONE has agreed to make the Loan to Borrower, if but only if
CHARTER ONE 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 Mortgagee will specifically and unconditionally subordinate the lien or charge of the
Mortgage to the lien or charge of CHARTER ONE on the terms set forth below.

NOW THEREFORE, in consideration of one dollar and other good and valuable
consideration, the receipt and sufficiency of all of which is hereby acknowledged, and in order to
induce CHARTER ONE to make the Loan above referenced to, Mortgagee agrees as follows:

1. CHARTER ONE and the note secured by CHARTER ONE the debt evidenced
by such note and any and all renewals and extensions thereof, or if any part thereof, and all
interest payable on all of 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 CHARTER ONE, prior and
superior to the lien or charge of 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 CHARTER ONE, and that it understands that, in reliance upon and in consideration
of this waiver, relinquishment and subordination, specific loans and advances are being and will
be made, and as part and parcel thereof, specific monetary and other obligations are being and
will be entered into by CHARTER ONE which would not be made or entered into but for such
reliance upon this waiver, relinquishment and subordination.

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3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgagee and the Loan secured by CHARTER ONE, and as to the priority thereof, and there are no agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.

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

5. No waiver shall be deemed to be made by CHARTER ONE of any of its rights hereunder unless the same shall be in writing signed on behalf of CHARTER ONE, 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 CHARTER ONE or the obligations of the Borrower or the Mortgagee to CHARTER ONE 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 below.

MORTGAGEE

CROSS HEATING & COOLING, INC.

BY: Bobby L. Cross
ITS: President

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that Bobby L. Cross, President, whose name is signed to the foregoing Subordination Agreement, and who is known to me, acknowledged before me that, being informed of the contents of the Subordination Agreement, he/she as such officer and with full authority executed the same voluntarily and as the act of the corporation on the day the same bears date.

Given under my hand and seal of office this 27 day of OCTOBER, 19 98

[Signature]
NOTARY PUBLIC

COMMISSION EXPIRES: 12-23-00

THIS INSTRUMENT WAS PREPARED BY:

Kevin K. Hays, P.C.
Attorney at Law
200 Canyon Park Drive
Pelham, Alabama 35124
205-620-5670

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