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STATE OF Alabama)

Shelby COUNTY)

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this 5th day of October, 1998 by HEALTHSCAPE Corporation (hereinafter referred to as the "Mortgagee") in favor of Johnson & Associates Mortgage Co., Inc. its successors and assigns (hereinafter referred to as "JAMC").

WITNESSETH

WHEREAS, Mortgagee did loan to John Hilton Elmore and Rosemary Daughtry Elmore, husband and wife the sum of \$305,647.32, which loan is evidenced by a promissory note dated August 12, 1996, executed by Borrower in favor of Mortgagee, and is secured by a mortgage of even date therewith (the "Mortgage") covering the property described therein and recorded in Book 1996-26718 of the property records in the Office of the Judge of Probate of Shelby County, Alabama; and

as amended and restated August 12, 1998

WHEREAS, Borrower has requested that JAMC lend to the sum of \$144,000.00 (the "Loan"), such loan to be evidenced by a promissory note dated October 9, 1998, executed by Borrower in favor of JAMC and secured by a mortgage of even date therewith (the "New Mortgage") covering in whole or in part the property covered by the Mortgage; and

WHEREAS, JAMC has agreed to make the Loan to the Borrower, it, but only if, the New Mortgage shall be and remain a lien or charge upon the property covered thereby greater and superior to the lien or charge of the Mortgage and provided that the Mortgagee will specifically and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of the New Mortgage of JAMC;

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

1. The New Mortgage and the note secured thereby and the debt evidenced by such note and any and all renewals and extensions thereof, or of 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 the New Mortgage, prior and superior to the lien or charge of the Mortgage in favor of 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 New Mortgage in favor of JAMC, and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination specific loans and extensions 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 JAMC 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 Mortgage and the Loan secured by the New Mortgage, and the property 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 run to the benefit of and be binding upon the successors and assigns of the parties.

MORTGAGEE
HEALTHSOUTH CORPORATION

BY:

Anthony J. Tannen
Executive Vice President
Administration & Secretary

STATE OF Alabama
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Anthony J. Tannen whose name as Executive Vice President Administration & Secretary of HEALTHSOUTH Corporation Delaware 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, he as such officer and with full authority, executed the same voluntarily for and on the act of said.

GIVEN under my hand and official seal this the 5th day of October, 1998

Susan M. Jones
NOTARY PUBLIC

MY COMMISSION EXPIRES:

May 29, 1999

TOTAL P.03

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