

Subordination Agreement

THIS AGREEMENT is made and entered into on this **15** day of **September 1999**, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of AmSouth, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to **Tony L. Quesenberry** (the "Borrower", whether one or more) the sum of **\$62,000**. Such loan is evidenced by a note dated **5-12-99**, executed by Borrower in favor of AmSouth, which note is secured by a mortgage, deed of trust, security deed, deed to secure debt, or other security agreement recorded **7-6-99**, in Record Book Instrument **1999-28033** at Page **NA**, in the public records of **Shelby County, Alabama** (the "AmSouth Mortgage"). Borrower has requested that Lender lend to it the sum of **\$281,250**, which loan will be evidenced by a promissory note in such amount dated **9-20-99**, and executed by Borrower in favor of Lender (the "Note"). The Note will be secured by a mortgage of the same date as the Note (the "Mortgage"). Lender and Borrower have requested that AmSouth execute this instrument.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, AmSouth agrees that the Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien or charge of the AmSouth Mortgage to the extent the Mortgage secures the debt evidenced by the 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, and to the extent of advances made under the Note or the Mortgage necessary to preserve the rights or interest of Lender thereunder, but not to the extent of any other future advances.

Amendment to Amsouth Equity Line of Credit Agreement attached and made a part hereof.

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

AMSOUTH BANK

By: *[Signature]*
Its: **Vice President**

State of Alabama
Shelby County

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that *[Signature]* whose name as *V. P. Quesenberry* of AmSouth 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, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this *15th* day of *September*, 19*99*

Beverly C. Baird
Notary Public

My commission expires: *6-3-2003*

NOTARY MUST AFFIX SEAL

This Instrument Prepared by:
Bonnie Simpson
P.O. Box 830721
Birmingham, AL 35283
Acct: 5299070499365254

Inst. # 1999-42059

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SHELBY COUNTY JUDGE OF PROBATE
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**AMENDMENT TO AMSOUTH
EQUITY LINE OF CREDIT AGREEMENT**

This Agreement is an amendment to the AmSouth Equity Line of Credit Agreement between you, Jerry L. Quisenberry, TRUSTEE and AmSouth Bank dated 5-12-99, (the "Line of Credit Agreement"). Defined terms used in this Agreement have the meanings attributed to them in the Line of Credit Agreement.

WHEREAS, the request has been made that we decrease your credit limit under the Line of Credit Agreement from \$ 62,000 to \$ 56,250, and we are willing to decrease this limit as requested;

NOW, THEREFORE, for and in consideration of the foregoing and of the sum of \$0.00 in hand paid by each party hereunder to the other, and for other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, the parties hereto hereby agree as follows:

Your credit limit under the Line of Credit Amendment is hereby decreased from \$ 62,000 to \$ 56,250.

If the terms of the Agreement are satisfactory to you, please indicate your acceptance to them by signing in the space provided below.

AMSOUTH BANK

By [Signature]

Its VICE PRESIDENT

ACCEPTED AND AGREED TO ON

_____, 19____

X Jerry L. Quisenberry, Trustee

*Have customer sign
and get back to me
at 205-560-3728.*

*Thanks
Dorrie*

Inst # 1999-42059

10/08/1999-42059
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SHELBY COUNTY JUDGE OF PROBATE
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