

Subordination Agreement

THIS AGREEMENT is made and entered into on this 19 day of October 1999, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of Matrix Financial Services, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to George A. McDonough & Rita S. McDonough (the "Borrower", whether one or more) the sum of \$40,000. Such loan is evidenced by a note dated 09-04-92, 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 09-23-92, in Record Book Instrument # 1992-20984 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 \$100,000, which loan will be evidenced by a promissory note in such amount dated NA, 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.

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.

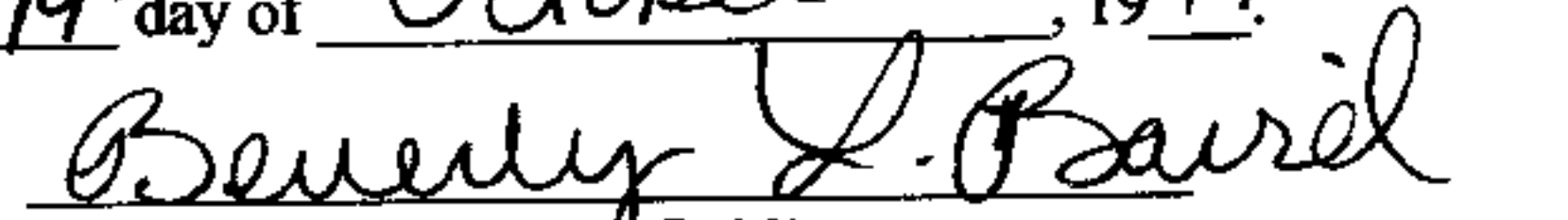

AM SOUTH BANK

By: _____
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 Mark C. Smith whose name as Vice President 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 19th day of October, 1999.


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: 5299090809215767

Inst # 1999-45103

11/02/1999-45103
09:10 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 C31 8.50