

SUBORDINATION AGREEMENT

WHEREAS, Doris E. Shockely, hereinafter termed "Borrower", is presently indebted to the U.S. Small Business Administration (hereinafter "SBA"), an agency and instrumentality of the United States of America, as evidenced by that certain Promissory Note executed the 3rd day of September 1996, and assigned to the SBA, in the original principal amount of \$171,000.00, and that certain Agreement for Assumption of Indebtedness, dated the 1st day of ~~September~~ *November* 1999; and

WHEREAS, said Note is secured, among other things, by that certain Mortgage, hereinafter termed "SBA Mortgage", dated the 3rd day of September 1996, and recorded on the 30th day of September 1996, in the Office of the Judge of Probate of Shelby County, Alabama, in Real Property Book 1996 at Page(s) 32059 et seq.; and,

WHEREAS, said Borrower is desirous of obtaining a loan in the amount of not more than \$414,885 from Colonial Bank (hereinafter "Lender") their successors or assigns, as their interest may appear, for the purpose of acquisition of the property more fully described in Exhibit "A", attached hereto and made a part hereof; and,

WHEREAS, Lender requires the Borrower to secure said new loan with a new Mortgage on the real estate described in SBA Mortgage, more fully described in Exhibit "A", attached hereto and made a part hereof.

NOW, THEREFORE, in and for good and valuable consideration, and in order to induce said Lender to make said loan to Borrower SBA does hereby subordinate the lien of their mortgage and their interest in said SBA Mortgage, such that, the SBA is second and subservient to the said mortgage with Lender, and there are no intervening mortgages or liens on said property.

IT IS EXPRESSLY AGREED AND UNDERSTOOD that neither this Subordination Agreement nor anything contained herein shall in any wise alter or affect the validity of the Mortgage of the SBA, first mentioned herein, or the lien on the items so subordinated herein, or any of the other collateral securing the indebtedness to the SBA.

IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD that this Subordination is to extend only to the amount of the current loan made to the Borrowers, for the purpose or purposes expressly set forth herein; and will not be valid for or extend to any future advances by Lender to Borrowers, on the Note evidencing Lender's loan. This clause, however is NOT intended to prevent or inhibit advances by Lender for expenses incidental to the preservation of its collateral, protection of its security interest, collection of its debt, and/or the like.

IN WITNESS WHEREOF, the U.S. Small Business Administration has caused this Subordination Agreement to be executed this, the 29 day of September, 1999.

U.S. SMALL BUSINESS ADMINISTRATION

9/29/99
Date

By: [Signature]
J. MARTIN ORR, as ASSISTANT DIRECTOR
Commercial Loan Servicing Center-LR

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF PULASKI)

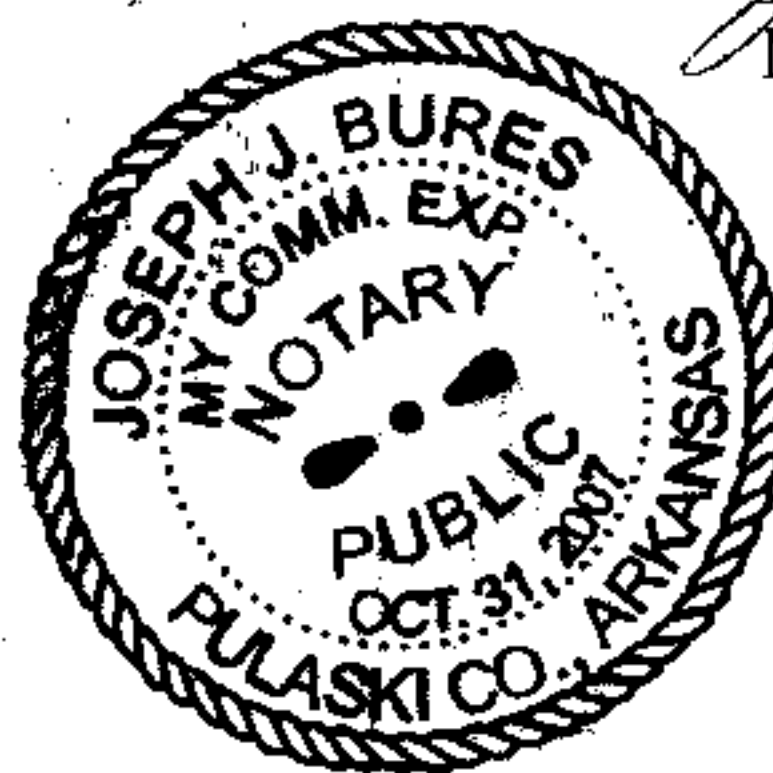
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. Martin Orr, (Title) Asst. Dir., Commercial Loan Servicing Center, of the Small Business Administration, and the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that the same was the act of the Small Business Administration and that he executed the same as the free act and deed of the Small Business Administration for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND and seal of office this the 29 day of Sept, 1999.

My Commission Expires:

10-31-07

[Signature]
Notary Public



This instrument prepared by:
Tamara Y. Lee
The Southern Development Council, Inc.
8132 Old Federal Road
Montgomery, AL 36117
334-244-1801

Inst # 1999-45179

11/02/1999-45179
11:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJI 11.00