

STATE OF ALABAMA)
SHELBY COUNTY)

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this 14th day of MARCH, 2000, by FIRST COMMERCIAL BANK (hereinafter referred to as "Mortgagee") in favor of JOHNSON & ASSOCIATES/SOUTH STATES MORTGAGE, LLC, (hereinafter referred to as "Mortgage Company"), its successors and assigns.

WITNESSETH:

WHEREAS, Mortgagee did loan to LOTT, ROBERT R., HUSBAND AND LOTT, GLENDA H., WIFE, (the "Borrower", whether one or more) the sum of ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000.00) which loan is secured by a mortgage dated JANUARY 24, 2000, (hereinafter "the Mortgage") executed by Borrower in favor of Mortgagee, recorded in INSTRUMENT #2000-02627, in the Office of the Judge of Probate of Shelby County, Alabama, covering the property further described as follows:

LOT 5, ACCORDING TO THE SURVEY OF SOUTHLAKE, A RESIDENTIAL SUBDIVISION, AS RECORDED IN MAP BOOK 11 PAGE 85 A, B & C IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

WHEREAS, Borrower has requested the Mortgage Company lend to it the sum of SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00) (the "Loan"), such Loan to be evidenced by a Promissory Note in such amount executed by Borrower in favor of the Mortgage Company and secured by a Purchase Money Mortgage of even date therewith (the "Mortgage Company Mortgage") covering the property described herein, said Purchase Money Mortgage having been recorded in the Office of the Judge of Probate of Shelby County, Alabama in INSTRUMENT # 2000-03660 and assigned to Bank of America, N.A. by Assignment of Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama in INSTRUMENT #2000-03661; and

WHEREAS, the Mortgage Company has agreed to make a loan to Borrower, if, but only if, the Mortgage Company Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Mortgagee 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 the Mortgage Company Mortgage on the terms set forth below.

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

1. The Mortgage Company Mortgage and the Note secured by the Mortgage Company Mortgage 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 said debt and on any and all renewals and extensions shall be and remain at all times a liens or charge on the property covered by the Mortgage Company Mortgage, prior and superior to the lien or charge to the Mortgagee.

2. Mortgagee acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien of charge of the Mortgagee in favor of the lien or charge of

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SHELBY COUNTY JUDGE OF PROBATE
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the Mortgage Company Mortgage, and that it understands that, in reliance upon and in consideration of the 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 the Mortgage Company which would not be made or entered into but for such reliance upon this waiver, relinquishment and subordination.

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 Mortgage Company Mortgage, 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 inure to the benefit of the Mortgage Company, its successors and assigns.

5. No waiver shall be deemed to be made by the Mortgage Company of any of its rights hereunder unless the same shall be in writing signed on behalf of the Mortgage Company, 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 the Mortgage Company or the obligations of the Borrower to the Mortgage Company 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 above.

ATTEST:

FIRST COMMERCIAL BANK, Mortgagee



NELSON S. BEAN

(ITS: EXECUTIVE VICE PRESIDENT)

(ITS: _____)

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ACKNOWLEDGMENT

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SEAL COUNTY JUDGE OF PROBATE
OFFICE

STATE OF ALABAMA
JULIA COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that NELSON S. BEAN, whose name as EXECUTIVE VICE PRESIDENT of FIRST COMMERCIAL BANK, 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, as an act of said corporation, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 14th day of MARCH, 2000.

NOTARY PUBLIC
My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COM. EXPIRES 12/18, 2003
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS