

Subordination Agreement

THIS AGREEMENT is made and entered into on this 24th day of February 2000, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of Fleet Mortgage Corporation, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to Cecelia K. Miller & Larry L. Miller (the "Borrower", whether one or more) the sum of \$20,000.00. Such loan is evidenced by a note dated 4-2-93, 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 10-11-93, in Record Book 1993 at Page 31490, in the public records of Shelby County, Alabama (the "AmSouth Mortgage"). Borrower has requested that Lender lend to it the sum of \$79,500.00, which loan will be evidenced by a promissory note in such amount dated, 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

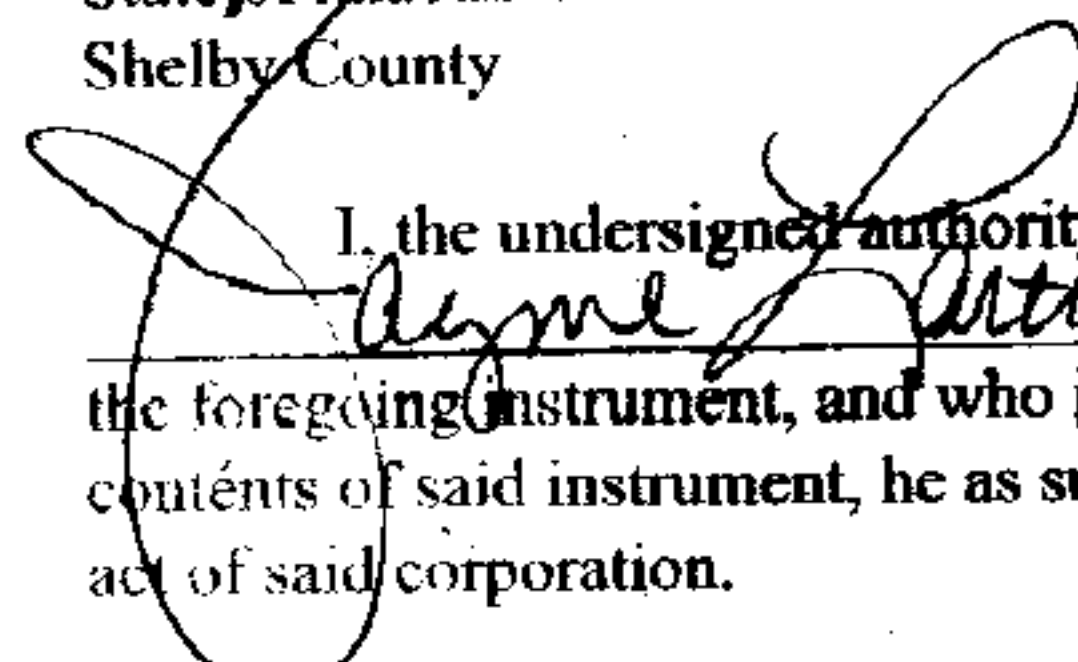
In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, AmSouth agrees that the Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien 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.

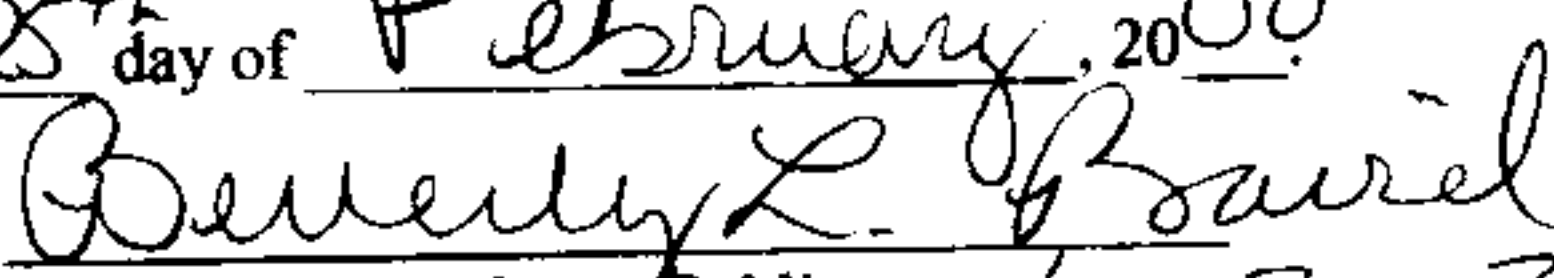
AMSOUTH BANK

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  whose name as H.V.P. 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 24th day of February, 2000


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: 5299070499012278

04/04/2000-11010
02:35 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HNS 11.00

Inst # 2000-11010

SCHEDULE A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY AND JEFFERSON COUNTIES, ALABAMA:

LOT 4, ACCORDING TO THE SURVEY OF FIFTH ADDITION, RIVERCHASE COUNTRY CLUB RESIDENTIAL SUBDIVISION AS RECORDED IN MAP BOOK 21, PAGE 11, IN THE BESSEMER DIVISION OF THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, AND MAP BOOK 7, PAGE 54, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

MILLER/TAX ID: 11-7-35-0-003-002-011

Inst # 2000-11010

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