

Subordination Agreement

THIS AGREEMENT is made and entered into on this 2nd day of March 2000, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of Equity National Mortgage, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to Roger D. Abernathy & Penny D. Abernathy (the "Borrower", whether one or more) the sum of \$15,000.00. Such loan is evidenced by a note dated 12-20-99, 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 12-13-99, in Record Book 1999 at Page 51451, in the public records of Shelby County, Alabama (the "AmSouth Mortgage"). Borrower has requested that Lender lend to it the sum of \$16,200.00, which loan will be evidenced by a promissory note in such amount dated 3-2-2000, 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: Jayne Petty
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 Jayne Cartique whose name as AVP 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 2 day of March, 2000

Jennifer Spence
Notary Public

My commission expires: My Commission Expires March 17, 2001.
NOTARY MUST AFFIX SEAL

This Instrument Prepared by:
Bonnie Simpson
P.O. Box 830721
Birmingham, AL 35283
Acct: 01-6000002863

Inst # 2000-12120

04/12/2000-12120
12:35 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SNA 11.00

850

AmSouth Bank
Real Estate Subordination Approval

To: Equity National Mortgage

Attn: Amy

From: Bonnie Simpson

Date: March 2nd, 2000

RE: Customer: Roger D. Abernathy & Penny D. Abernathy

Equity Acct Number: 01-6000002863

New Mortgage Company: Equity National Mortgage

Inst # 2000-12120

04/12/2000-12120
12:35 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SNA 11.00

ACCOUNT STATUS:

Date Opened: 12-20-99

Current Limit: 15,000.00

Balance: 15,000.00

New Limit (if applicable): NA

Beacon Score: NA

New 1st Mtg. Bal. : 16,200.00

Amount Due: NA

APPROVED:

AmSouth agrees to subordinate the above reference Equity Line/Loan to the Mortgage Company referenced above, subject to the terms listed above, as well as the documentation required below.

_____ The Line of Credit limit is being lowered due to AmSouth's Loan to Value policy. Please deliver a hard copy* of the attached Amendment to Equity Line of Credit Agreement to be executed by the borrower(s) and return to my attention along with certified funds, if applicable, to ensure the balance does not exceed the new limit.
XXX Please deliver a hard copy* of the attached Subordination Agreement to the closing attorney/agent to be recorded in the county records and return to my attention

_____ Other:

*Hard copy mailed first class on today's date, shown above.

DECLINED:

AmSouth does not agree to subordinate the above referenced Equity Line/Loan to the Mortgage Company referenced above, due to AmSouth Loan to Value policy.

If you have any questions or problems, please feel free to contact me.
Phone (800) 896-6513, Fax (205) 560-3728 and mailing address is as follows

AmSouth Bank

Attn: Bonnie Simpson

P.O. Box 830721

Birmingham, Alabama 35283