

SUBORDINATION AGREEMENT

This Agreement made this date by and between AmSouth Bank (herein called First Party), and AmSouth Bank (herein called Second Party).

Whereas, First Party is the owner and holder of that certain mortgage recorded in Instrument No. 1999-09332 executed by Thomas M. Nequette and Mary K. Nequette in the Probate Office of Shelby County, Alabama, which mortgage encumbers the property described as follows:

Lot 27, according to the Survey of South Lake Cove residential subdivision, as recorded in Map Book 12, Page 98, in the Probate Office of Shelby County, Alabama.

Whereas, the Second Party will not make the said loan unless the First Party subordinates its mortgage to that mortgage to the Second Party.

Now therefore in consideration of One Dollar and other good and valuable consideration, the Parties hereto agree as follows:

The First Party, AmSouth Bank, consents and agrees that the lien of its mortgage recorded in Instrument No. 1999-09332 is and shall continue to be, subject and subordinate in lien to the lien of the mortgage being made to the Second Party, AmSouth Bank, which mortgage in the amount of \$217,500.00 is recorded in Instrument No. 2001-12495 in the said Probate Office.

Done this 26th day of March, 2001.

AM SOUTH BANK

BY: Michael G. Thomas V.P.
Its

STATE OF Alabama
COUNTY OF St Clair

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael G. Thomas, 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 the 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 the 26th day of March, 2001.

Cheryl Gunn
Notary Public

04/04/2001-12496
11:21 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 C31 11.00

Inst # 2001-12496