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Prepared by:
Massey & Stotser, P.C.
P. O. Box 94308
Birmingham, AL 35220

AGREEMENT FOR SUBORDINATION OF MORTGAGE

THIS SUBORDINATION AGREEMENT is made on this the 24th day of April, 2001, by and among Saturna, Inc. dba Wheelers ("Mortgagee") with an address of P.O. Box 94308, Birmingham, Alabama 35220-4308, Hampton Homes, Inc. and John Cline, ("Mortgagor") and The Bank of Birmingham as subsequent mortgagee.

RECITALS

WHEREAS, the Owner(s), Hampton Homes, Inc. , own(s) a certain lot or parcel of land, situated in Shelby County, and more fully described as:

Lot 309, according to the survey of Savannah Pointe, Sector 4, Phase I, as recorded in map book 26, page 49, in the probate office of Shelby County, Alabama

together with the buildings and improvements on that property (collectively referred to as the "Property");

WHEREAS, the Owner(s) by an instrument dated March 12, 2001 granted and conveyed to Mortgagee a mortgage encumbering the Property and securing the payment of \$101,525.17 , with interest, which mortgage was recorded on March 13, 2001 in the Office of the Judge of Probate of Shelby County, Alabama in Instrument Number 2001-8912 .

WHEREAS, the Owner(s), granted and conveyed to The Bank a mortgage which is intended to be recorded prior to this Agreement; and

WHEREAS, the parties to this Subordination Agreement desire that the lien of the Existing Mortgage shall be postponed in lien and operation and subordinated thereto, in the full amount, to the lien and operation of the mortgage granted to The Bank on the Property so described herein, and no other;

NOW THEREFORE, in consideration of the sum of \$1.00 and for other good and valuable consideration, the receipt of which is acknowledged by execution of this Agreement, the parties, intending to be legally bound by this Agreement, agree as follows:

1. Subordination of Existing Mortgage. The Existing Mortgage is subordinated and postponed in lien, payment, and distribution on any judicial sale of the Property to the Bank to the full extent and in the aggregate amount of all advances made or to be made by The Bank.

2. Effect of Subordination. The subordination of the Existing Mortgagee to The Bank shall have the same force and effect as though The Bank have been executed, delivered, and recorded in the Recording Office prior to the execution, delivery and recordation of the Existing Mortgage.

3. Parties Bound. This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties.

1 05/11/2001-19034
09:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 14.00

Inst # 2001-19034

THIS SUBORDINATION AGREEMENT is given, executed and delivered by the undersigned on the same day and year first written above.

Mark Ingersoll

BY: Mark Ingersoll

ITS: Birmingham Regional Manager

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark Ingersoll whose name as Birmingham Regional Manager of Saturna Inc dba Wheelers, is signed to the foregoing and who is known to me, acknowledged before me on this day that being informed of contents of same, he as such officer, and with full authority, executed the same in his capacity and as such officer for said Saturna Inc., dba Wheelers.

Given under my hand and official this the 24 day of April, 2001.

Jeffrey W. Bul-
Notary Public
My Commission Expires:

Inst # 2001-19034

2 05/11/2001-19034
09:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 14.00