

## Subordination Agreement

THIS AGREEMENT is made and entered into on this 08 day of June 2001, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of Matrix Financial Services Corp., its successors and assigns (hereinafter referred to as "Lender").

### RECITALS

AmSouth loaned to Lori P. Andrews (the "Borrower", whether one or more) the sum of \$25,000. Such loan is evidenced by a note dated 09-05-97, 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 10-06-97, in Record Book 1997 pg 32437 amended Instr # 2001-17998 at Page NA, in the public records of Shelby County, Alabama (the "AmSouth Mortgage"). Borrower has requested that Lender lend to it the sum of \$80,200, 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

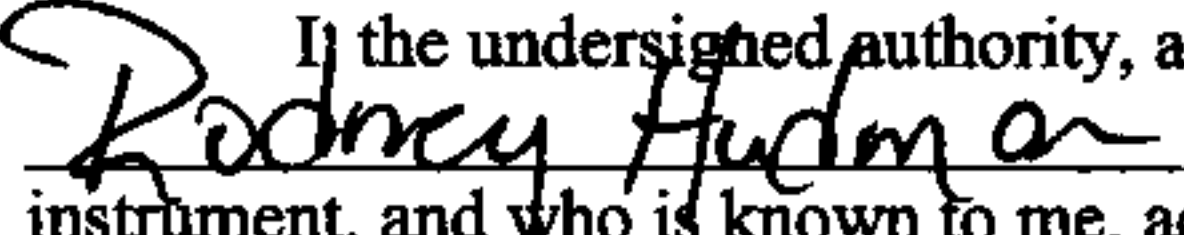
In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, AmSouth agrees that the Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien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

If the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that  whose name as VP of AmSouth 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 for and as the act of said corporation.

Given under my hand and official seal this 8 day of June, 2001

WHEN RECORDED RETURN TO:  
OLD REPUBLIC TITLE  
ATTN: SETTLEMENT SERVICES  
3505 EMBASSY PARKWAY  
FAIRLAWN, OH 44333

  
Notary Public  
My commission expires: Nov 6, 2004  
NOTARY MUST AFFIX SEAL WHEN NOTARY PUBLIC UNDERWRITER

This Instrument Prepared by:  
Bonnie Simpson  
P.O. Box 830721  
Birmingham, AL 35283  
Acct: 5299070499244111

Inst # 2001-27744

07/05/2001-27744  
12:48 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MB 14.00

Legal Description

SITUATED IN SHELBY COUNTY, ALABAMA, TO WIT:

LOT 12, ACCORDING TO THE SURVEY OF SOUTHERN HILLS, SECTOR 5, AS  
RECORDED IN MAP BOOK 16, PAGE 132, IN THE PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA.

PARCEL NUMBER #28-3-05-0-002-012-000

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