

GENERAL SUBORDINATION AGREEMENT

WHEREAS, Thomas E. Barronton, Jr. and Mary C. Barronton (hereinafter referred to as the "Borrower", whether one or more) has applied to New South Federal Savings Bank for a loan in the amount of \$80,000. 00, to be secured by a mortgage on the property described as follows:

A parcel of land located in the Northwest ¼ of the Southeast ¼ of Section 7, Township 22 South, Range 2 West, Shelby County, Alabama, And being more particularly described as follows: Commence at the Northeast corner of said ¼ - ¼; thence South 84 deg. 11" West 488.60 Feet to an iron pin and the point of beginning; thence continue along last Stated course 378.52 feet to an iron pin; thence South 4 deg. 00' East 474.17 feet to an iron pin on the North right of way of Meadowood Lane; thence South 87 deg. 31' East along and with said right of way 217.86 feet to an iron pin; thence North 33 deg. 53' 14" and leaving said right of way 373.28 feet to an iron pin; thence North 20 deg. 45' 09" West 225.71 feet to the point of beginning.

WHEREAS, Regions Bank has a lien or other interest in said property, which would in the absence of this agreement be superior to the mortgage to be executed by the Borrower to said New South Federal Savings Bank and

WHEREAS, said New South Federal Savings Bank is unwilling to make the requested loan to the Borrower unless the lien or other interest in said property is subordinated to the mortgage to be executed by the Borrower to New South Federal Savings Bank.

NOW THEREFORE, in consideration of the premises and other good and valuable considerations, and in order to induce said New South Federal Savings Bank to make the requested loan to the Borrower, the undersigned, Regions Bank, hereby agrees as follows;

Regions Bank hereby subordinates to the mortgage to be executed by the Borrower to New South Federal Savings Bank all right, title and interest of the undersigned in and to the above described property, situated in Shelby County, Alabama, to-wit:

All rights under Home Equity Line of Credit Mortgage dated June 30, 2000 and recorded in Inst. No. 2000-23114 in the amount of \$100,000.00, modified to decrease the loan amount to \$18,000.00 on August 27, 2001 to be recorded, including, without limitation, any lien which the undersigned has on said property.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 28th day of August , 2001.

Regions Bank

By: 

Evelyn Phillips - Business Development Officer

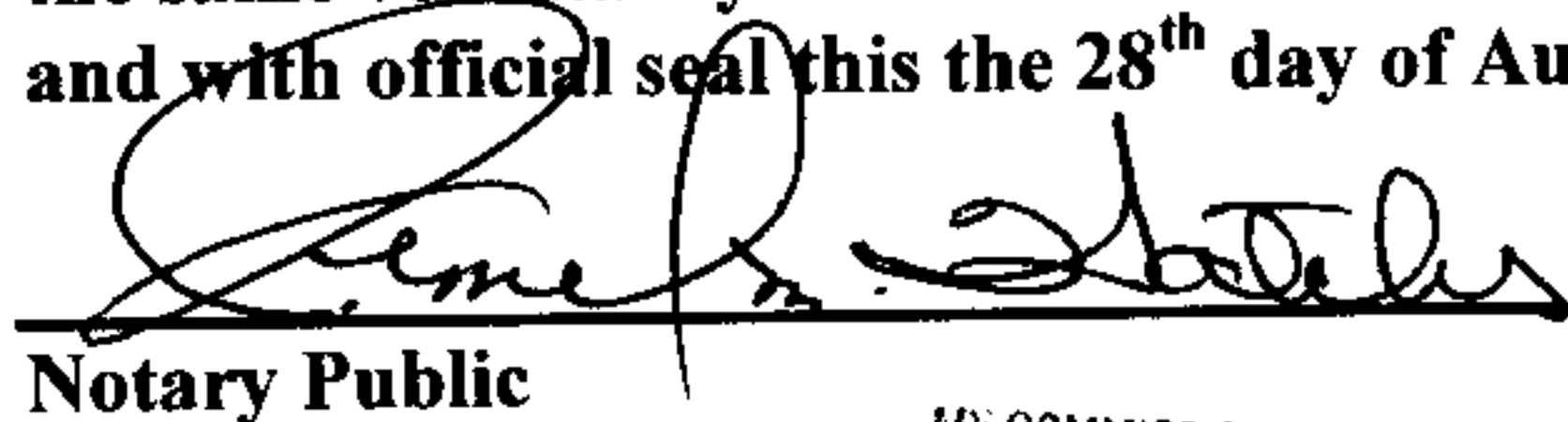
STATE OF ALABAMA
COUNTY OF SHELBY

I the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Evelyn Phillips, whose name as Business Development Officer

Inst # 2001-38076

09/05/2001-38076
08:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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of REGIONS BANK, a corporation, is signed to the foregoing subordination, 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 with official seal this the 28th day of August, 2001.



Notary Public

My Commission Expires: ^{MY COMMISSION EXPIRES FEB. 25, 2004}

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