MORTGAGE SUBORDINATION AGREEMENT

THIS AGREEMENT is effective as of August 27, 2001 (hereinafter the "Agreement") and is by **McPherson Oil Company, Inc.** (hereinafter "Subordinate Mortgagee") and is in favor of **AMSOUTH BANK** (hereinafter, along with its successors and assigns, "Superior Mortgagee"), and **Alabama Community Development Corporation** (hereinafter, along with its successors and assigns, including the U.S. Small Business Administration, "ACDC").

WHEREAS, S & B OIL, LIMITED LIABILITY COMPANY (hereinafter "Mortgagors") are currently indebted to Subordinate Mortgagee in the amount of $40,000.00, and such indebtedness is secured in part by a mortgage, dated August 29, 2000 and recorded as Instrument 2000/30033 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter "Subordinate Mortgage") of and concerning the following described property, to wit:

Inst # 2001-38523

Lot 1, according to the Survey of Summerchase Commercial Village Phase I, as recorded in Map Book 23, page 138, in the Probate Office of Shelby County, Alabama

WHEREAS Mortgagor has requested a loan from Superior Mortgagee in the amount not to exceed $950,000.00 (hereinafter "Superior Loan"), and Superior Mortgagee has agreed to make the Superior Loan provided, among other things, that Mortgagors give and grant to Superior Mortgagee a mortgage (hereinafter "Superior Mortgage") of and concerning the above described property and Subordinate Mortgagee enters into this agreement and subordinates its rights under the Subordinate Mortgage to the rights of Superior Mortgagee under the Superior Mortgage. Such Superior Mortgage will be filed contemporaneously herewith.

WHEREAS, Mortgagors have also requested that ACDC at a later date make a loan to Mortgagors in the amount of $342,000.00, the proceeds of which will be used to pay closing costs and to reduce the balance due on the Superior Loan. As security for this loan, Mortgagors will be granting to ACDC a mortgage (hereinafter "ACDC Mortgage") of and concerning the above described property, and as to this ACDC Mortgage, Subordinate Mortgagee also agrees to subordinate its rights under the Subordinate Mortgage to the rights of ACDC under the ACDC Mortgage.

NOW THEREFORE in consideration of Superior Mortgagee making the Superior Loan to Mortgagor, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Lien Priority: From and after the date hereof: (a) the Superior Mortgage and the ACDC Mortgage shall have priority over the Subordinate Mortgage and all other interest granted by Mortgagors to Subordinate Mortgagee; and (b) the Subordinate Mortgage shall be and at all times remain, subject, inferior, and subordinate to the Superior Mortgage and the ACDC Mortgage.

The priorities of the mortgages established, altered, or specified hereinabove shall be applicable, irrespective of the time or order of attachment, perfection, or recordation thereof, the method of perfection, the time or order of filing of mortgages or taking of possession, or the giving of or failure to give notice; provided, however, that the subordinations and relative priorities set forth herein are expressly conditioned upon the due and proper perfection, recordation, and the nonavoidability by a bankruptcy trustee, of any mortgage interest which have been accorded priority pursuant hereto; and provided, further, however, that if any mortgage interest to which any other interest has been subordinated pursuant hereto is not now perfected or recorded, or hereafter ceases to be perfected or recorded, or is avoidable by a bankruptcy trustee for any reason, then, the subordination specified herein with respect to such interests shall, to the extent not perfected, recorded, or avoidable, as the case may be, not be effective.

The relative priorities of any interests which are not established, altered, or specified herein shall exist and continue in accordance with the applicable provisions of law.

2. Contesting Liens or Security Interest: Neither Superior Mortgagee, ACDC, nor Subordinate Mortgagee shall contest the validity, perfection, priority or enforceability of any lien or mortgage granted to the other. Superior Mortgagee, ACDC, and Subordinate Mortgagee agree to cooperate in the defense of any action contesting the validity, perfection, priority or enforceability of such liens or mortgage.

3. Modification of Loans: Superior Mortgagee, ACDC, and Subordinate Mortgagee, at any time and from time to time, may enter into such agreement or agreements with Mortgagors as it may deem proper, extending the time of payment of, or renewing or otherwise altering the terms of all or any of Mortgagor's obligations or debts to either Superior Mortgagee, ACDC, or Subordinate Mortgagee, or affecting the security or property underlying any or all of such obligations or debt, or may exchange, sell, release, surrender or otherwise deal with any such security or property, without in any way impairing or affecting this agreement thereby, except that Superior Mortgagee must receive Subordinate Mortgagee's prior written consent to increase the amount of debt secured by the Superior Mortgage.

4. Notice upon Foreclosure or Default: In the event of a default in Mortgagor's obligations to Superior Mortgagee, or to ACDC, or to Subordinate Mortgagee, then the party suffering such default will endeavor to give to the other parties, notice of such default within thirty (30) days from such default having occurred, if same has not been cured by the Mortgagors during such period. In the event either Superior Mortgagee, ACDC, or Subordinate Mortgagee elects to foreclose the Superior Mortgage, the ACDC Mortgage, or the Subordinate Mortgage, then the foreclosing party shall give to the other parties notice of such foreclosure sale sixty (60) days prior to its occurrence.

5. Duration: This Agreement shall remain in full force and effect until (i) all obligations of Mortgagor to Superior Mortgagee, ACDC, and Subordinate Mortgagee, have been paid and satisfied in full and Superior Mortgagee, ACDC, and Subordinate Mortgagee have terminated and satisfied their mortgages with Mortgagors or (ii) upon the mutual agreement in writing by Superior Mortgagee, ACDC, and Subordinate Mortgagee, whichever is the first to occur.

6. Choice of Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

7. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute

one and the same instrument.

IN WITNESS THEREOF, Subordinate Mortgagee has executed this Agreement effective as of the date first above written for the benefit of Superior Mortgagee and ACDC.

Subordinate Mortgagee:

McPherson Oil Company, Inc.

By: Thomas M. Lewis
(Its: As its Vice President)

MORTGAGOR'S ACCEPTANCE

Mortgagors hereby acknowledges receipt of, notice of, consents to, and agrees to be bound by the terms and provisions of the within and foregoing Mortgage Subordination Agreement as they relate to the relative rights and priorities of Subordinate Mortgagee, ACDC, and Superior Mortgagee; provided, however, that nothing in the foregoing Mortgage Subordination Agreement shall amend, modify, change or supersede the respective terms of the documentation and agreements between Mortgagors and Superior Mortgagee, Mortgagors and ACDC, or Mortgagors and Subordinate Mortgagee.

MORTGAGOR:

S & B OIL, LIMITED LIABILITY COMPANY

BY Steven D. Allen
Steven D. Allen (Its Member and Manager)

BY Mary E. Allen
Mary Elizabeth Allen (Its Member and Manager)

STATE OF ALABAMA
COUNTY OF JEFFERSON

ACKNOWLEDGMENT OF SUBORDINATE MORTGAGEE

I, the undersigned Notary Public in and for said County in said State, hereby certify that Thomas M. Lewis, whose name as Vice President of McPherson Oil Company, Inc. 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 27th day of August , 2001.

Christa E. Eubanks
Notary Public
My Commission Expires: August 3, 2002

THIS INSTRUMENT PREPARED BY:
William B. Hairston III
Engel Hairston and Johanson P.C.
P.O. Box 370027
Birmingham, Alabama 35237
(205) 328-4600

Inst # 2001-38523

09/06/2001-38523
01:05 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MSB 17.00

Sub.mt 8/9/01 11:21AM