

STATE OF ALABAMA)

Inst # 2001-48566

Jefferson

COUNTY)

SUBORDINATION AGREEMENT

11/08/2001-48566
 02:53 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 002 CH 14.00

THIS AGREEMENT is made and entered into on this _____ day of October, 2001
 APCO Employees Credit Union (hereinafter referred to as the "Mortgagee") in
 favor of Citizens Bank, its successors and assigns
 (hereinafter referred to as "Citizens").

WITNESSETH

WHEREAS, Mortgagee did loan to Timothy R. Rourke and Suzanne M. Rourke
 ("Borrower") the sum of \$13,000.00, which loan is evidenced
 by a promissory note dated 2/1/01, executed by Borrower in
 favor of Mortgagee, and is secured by a mortgage of even dated therewith (the
 "Mortgage") covering the property described therein and recorded in Instrument
 # 2001-5081, of the real property records in the Office of the Judge of Probate
 of Shelby County, Alabama; and

WHEREAS, Borrower has requested that Citizens lend to it the sum of
 One Hundred Ninety-Six Thousand, Five Hundred DOLLARS (\$ 196,500.00) (the "Loan"),
 such loan to be evidenced by a promissory note dated October 25, 2001,
 executed by Borrower in favor of Citizens and secured by a mortgage of
 even date therewith (the "New Mortgage") covering in whole or in part the
 property covered by the Mortgage; and

WHEREAS, Citizens has agreed to make the Loan to the Borrower,
 if, but only if, the New Mortgage shall be and remain a lien or charge upon the
 property covered thereby proper and superior to the lien or charge of the
 Mortgage and provided that the Mortgagee will specifically and unconditionally
 subordinate the lien or charge of the Mortgage to the lien or charge of the New
 Mortgage of Citizens :

NOW, THEREFORE, in consideration of one dollar and in consideration of the
 premises and for other good and valuable consideration, the receipt and
 sufficiency of all of which is hereby acknowledged, and in order to induce Citizens
 to make the Loan above referred to, Mortgagee agrees as follows:

1. The New Mortgage and the note secured thereby and the debt
 evidenced by such 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 shall be and remain at all times a lien or charge
 on the property covered by the New Mortgage, prior and superior to the lien or
 charge of the Mortgage in favor of Mortgagee.

2. Mortgagee acknowledges that it intentionally waives,
 relinquishes, and subordinates the priority and superiority of the lien or charge
 of the Mortgage in favor of the lien or charge of the New Mortgage in favor of
 Citizens, and that it understands that in reliance upon and in consideration of this
 waiver, relinquishment, and subordination specific loans and advances are
 being and will be made, and as part and parcel thereof specific monetary and
 other obligations are being and will be entered into by Citizens which would not be
 made or entered into but for such reliance upon this waiver, relinquishment, and
 subordination.

3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the New Mortgage, and the property thereof, and there are no agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.

4. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

MORTGAGEE:

APCO Employees Credit Union

BY: V. Merrill MannITS: Vice President

STATE OF ALABAMA)
Jefferson **COUNTY)**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that
 , of APCO Employees Credit Union 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 the 24 date of
 October, 2001.

[Signature]
 NOTARY PUBLIC

MY COMMISSION EXPIRES:9-23-2003

This instrument prepared by: William H. Halbrooks, #1 Independence Plaza, Suite 704,
 Birmingham, Alabama 35209

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