

STATE OF ALABAMA)

Jefferson) COUNTY)

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this day of October, 2001
by
First Horizon Equity Lending (hereinafter referred to as the "Mortgagee") in
favor of ABN AMRO Mortgage Group, Inc. , its successors and assigns
(hereinafter referred to as " ABN ").

WITNESSETH

WHEREAS, Mortgagee did loan to Michael N. Eshenbaugh and Cheryl Lee Eshenbaugh
("Borrower") the sum of \$19,489.75 , which loan is evidenced
by a promissory note dated 5-1-98 , 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
1998-18226 , of the real property records in the Office of the Judge of Probate
of Shelby County, Alabama; and

WHEREAS, Borrower has requested that ABN lend to it the sum of
One Hundred Seventeen Thousand & no/100 DOLLARS (\$117,000.00) (the "Loan"),
such loan to be evidenced by a promissory note dated October 29, 2001 ,
executed by Borrower in favor of ABN 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, ABN 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 ABN :

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 ABN
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.

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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:

First Horizon Equity Lending

BY: R C Stern
ITS: VICE President

STATE OF ~~ALABAMA~~ Tennessee
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that R C Stern whose name as Vice President, of First Horizon Equity Lending 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 First Horizon Equity Lending.

GIVEN under my hand and official seal this the 29th date of October 2001

Mary Boros
NOTARY PUBLIC

MY COMMISSION EXPIRES: MY COMMISSION EXPIRES JAN. 10, 2003

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RECORDED IN THE OFFICE OF THE CLERK OF THE COURT
SHELBY COUNTY, TENNESSEE
JAN 10 2003