

STATE OF ALABAMA)

SHELBY COUNTY)

SUBORDINATION SUSPENSION OF PAYMENT AGREEMENT

THIS AGREEMENT is made and entered into on this 30th day of November, 2001 by HealthSouth Corporation (hereinafter referred to as the "Mortgagee") in favor of Citizens & Merchants State Bank, its successors and assigns (hereinafter referred to as "CMSB").

WITNESSETH

WHEREAS, Mortgagee did loan to John Hilton Elmore and Rosemary Daughtry Elmore ("Borrower") the sum of \$305,647.32, which loan is evidenced by a promissory note dated August 12, 1996, executed by Borrower in favor of Mortgagee, and is secured by a mortgage of even date therewith (the "Mortgage") covering the property described therein and recorded in Instrument #1996-26718 of the real property records in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Borrower has requested that CMSB lend to it the sum of One hundred ninety five thousand and no/100 dollars (the "Loan"), such loan to be evidenced by a promissory note dated _____, executed by Borrower in favor of CMSB 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, CMSB 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 CMSB, AND WILL SUSPEND ANY AND ALL PAYMENTS OF PRINCIPAL OR INTEREST, AGREEING TO MAKE NO ATTEMPT TO COLLECT ANY SUM OF MONIES ARISING FROM OR DUE UNDER THE TERMS OF THAT CERTAIN NOTE DATED AUGUST 12, 1996, AND AMENDED AND RESTATED AUGUST 12, 1998, REFERRED TO HEREINABOVE, SECURED BY THE "MORTGAGE" UNTIL PAYMENT IN FULL OF THAT CERTAIN DEBT TO CMSB REFERRED TO HEREINABOVE.

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 CMSB 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 CMSB, 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 CMSB which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

Inst # 2001-54670

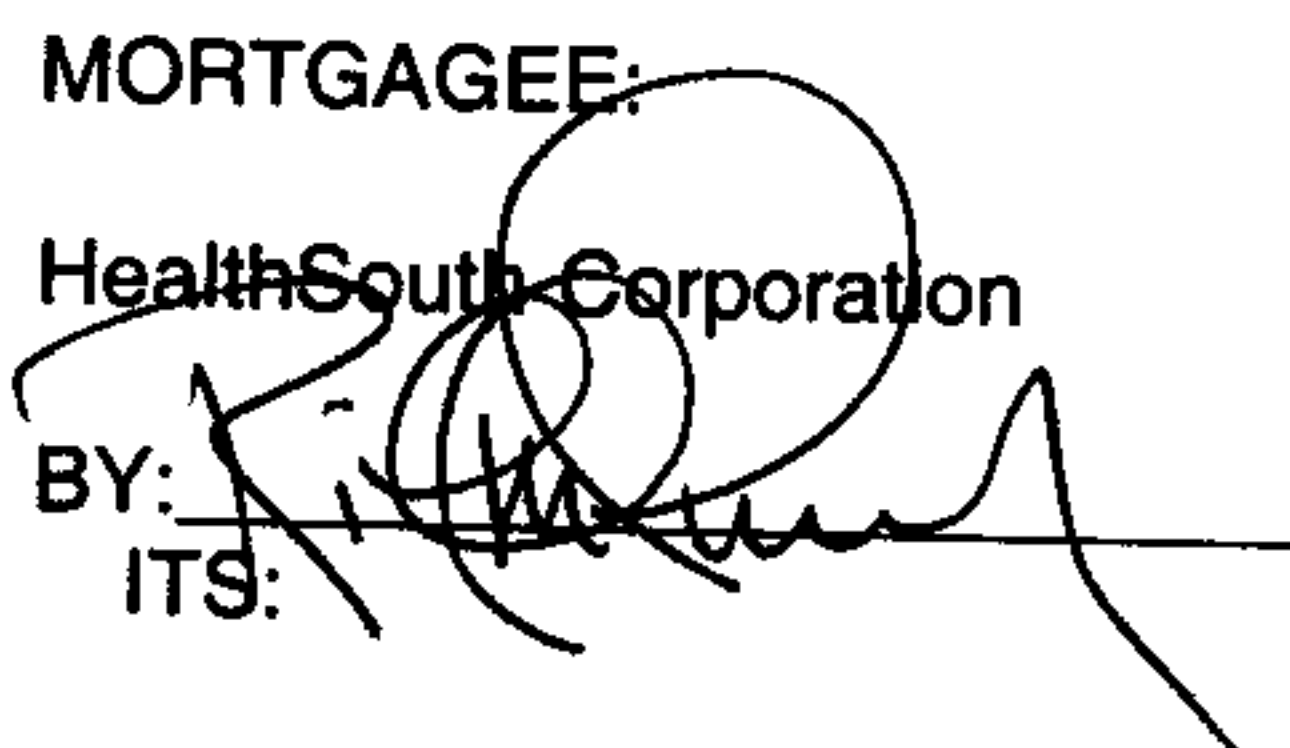
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3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the New Mortgage, and the property thereof, and there are no agreements, written or oral, outside or separate 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:

HealthSouth Corporation

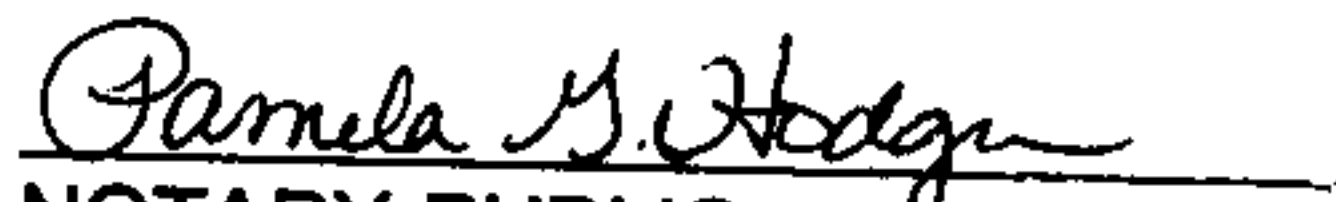
BY: 

ITS:

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Richard M. Scrushy whose name as CEO + Chairman of Board of HealthSouth Corporation 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 3rd date of December, 2001.


NOTARY PUBLIC

MY COMMISSION EXPIRES:

October 20, 2003

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