

SUBORDINATION OF MORTGAGE

STATE OF ALABAMA)
)
 COUNTY OF JEFFERSON)

This instrument prepared by W. Eric Pitts, 2700
 Rogers Drive, Suite 208, Birmingham, Alabama
 35209; (205) 871-9566.

No Title Opinion Requested, None Rendered.

Heritage Bank ("Heritage"), for the good and valuable consideration, does hereby acknowledge and agree that the lien of that certain Mortgage dated November 30, 2001 from James W. Parrish and Sherry D. Parrish (the "Mortgagor," whether one or more), to Heritage Bank, as mortgagee which is recorded in the office of the Judge of Probate of Shelby County in Instrument No. 2002-04846, (the "Mortgage"), shall be and is hereby subordinate in right of priority to the lien of that certain mortgage from the Mortgagor, as mortgagor, to MortgageAmerica, Inc., as mortgagee (the "Mortgagee"), recorded in the office of the Judge of Probate of Shelby County, Alabama in Instrument No. 2002-04845 (the "Superior Mortgage"); provided, however, that such subordination shall be effective only to the extent that the Superior Mortgage secures that certain loan from Mortgagee to Mortgagor in the principal amount of \$275,000.00 (the "Loan"), together with interest on the loan and any amounts specifically secured by the Superior Mortgage which are expended by the Mortgagee to protect or enforce the Mortgagee's rights under the Superior Mortgage with respect to the Loan (the "Superior Indebtedness"). The lien of the Mortgage shall be superior in right of priority to the lien of the Superior Mortgage to the extent that the Superior Mortgage secures any indebtedness of the Mortgagor to the Mortgagee other than the superior indebtedness.

To induce Heritage to enter into this subordination agreement, Mortgagee hereby certifies to Heritage as follows:

1. That the proceeds of the Loan were used solely for the refinance of that certain property located at 3177 Bradford Place, Birmingham, AL 35242.
2. That the street address of the real property to be covered by the superior mortgage is 3177 Bradford Place, Birmingham, AL 35242.

The provisions of this subordination agreement are solely for the benefit of Heritage and Mortgagee, and shall not be deemed to modify any of the agreements executed and delivered in connection with the Mortgage or the Superior Mortgage or to waive any of the rights of Heritage or Mortgagee, as the case may be, thereunder, as against the Mortgagor, nor shall it constitute or give rise to any defense, right of offset or counterclaim by Mortgagor.

This subordination agreement may be amended or modified only by written instrument signed by Heritage and Mortgagee.

IN WITNESS WHEREOF, Heritage has caused this subordination agreement to be executed as of the 31st day of January, 2002.

02/13/2002-07539
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 10:21 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 002 CH 15.00

Inst # 2002-07539

Heritage Bank

George C. PelekisBy: George C. PelekisIts: Vice PresidentSTATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that George C. Pelekis, whose name as Vice President of Heritage Bank, 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 entity on the date set forth above.

GIVEN under my hand and official seal this the 31st day of January, 2002.

Rebekah J. Turner
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 15, 2005
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

Inst. # 2002-07539

02/13/2002-07539
11:06 AM CERTIFIED
JANUARY 2002 JUDGE OF PROBATE
002 CH 15.00