

SUBORDINATION AGREEMENT
(Real Property)

STATE OF ALABAMA
JEFFERSON COUNTY

THIS SUBORDINATION AGREEMENT executed this 15th day of FEBRUARY, 2002, by the undersigned, **FIRST COMMERCIAL BANK** ("Holder");

WITNESSETH THAT:

WHEREAS, Holder is the holder and owner of a Mortgage from **CALVIN N. FLEMING AND WIFE, PAULA K. FLEMING** ("Borrower") dated JULY 29, 1995, and recorded in Instrument # 1995/21262, in the Office of the Judge of Probate of **SHELBY**, County, Alabama, ("Existing Mortgage") conveying the real property more particularly described below (the "Property"):

SEE EXHIBIT "A"

WHEREAS, Borrower has this date borrowed from **SYNOVUS MORTGAGE CORPORATION** ("Lender") the sum of \$ 184,000.00, secured by a Mortgage conveying said Property, dated of even date herewith, ("Superior Mortgage"); and

WHEREAS, Holder has agreed that the lien of the Superior Mortgage shall be prior and superior to the lien of the Existing Mortgage;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) in hand paid by the Borrower to Holder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Holder, Holder hereby subordinates the lien of the Existing Mortgage to the lien of the Superior Mortgage, so that the Superior Mortgage shall be deemed to convey title to Lender to said Property superior to the Existing Mortgage and superior to the indebtedness secured by said Existing Mortgage. Holder specifically acknowledges and agrees that the priority of the security interests of Holder and Lender in the Property shall be governed by this Subordination Agreement and not by the order in which the Existing Mortgage and the Superior Mortgage are or were filed or recorded. Nothing contained herein or otherwise shall preclude Holder from demanding strict compliance by Borrower with the terms and conditions of the Existing Mortgage, and the instrument(s) evidencing the debt secured thereby, or enforcing its rights thereunder, subject to the terms of this Subordination Agreement. Without the prior written consent of Lender, Holder shall not exercise any collection rights with respect to the Property, will not foreclose under the Existing Mortgage or exercise any power of sale thereunder or to take any other collection action with respect to the Property and Holder's security therein.

Lender's rights under the Superior Mortgage may be exercised by Lender without notice to or consent by Holder. Lender may take such action regarding the Borrower, the indebtedness of Borrower to Lender, including, without limitation, extensions, renewals or restructurings of any indebtedness of Borrower to Lender (or the making of additional loans or advances to Borrower), all without notice to or consent of Holder, and without affecting the superiority of Lender's lien on the Property evidenced by this Subordination Agreement.

The subordination of the Existing Mortgage provided for herein: x shall be limited in application to the specific indebtedness of Borrower to Lender described hereinabove and any and all extensions, renewals and refinancings of same, or shall apply to the specific indebtedness of Borrower to Lender described hereinabove and any and all extensions, renewals and refinancings of same and, in addition, to all other indebtedness of any nature whatsoever of Borrower to Lender whether heretofore or hereafter incurred.

Holder warrants and represents to Lender that Holder shall not transfer or assign the Existing Mortgage or any interest therein unless either (i) Holder has obtained the express prior written consent of Lender, or (ii) such transfer or assignment is specifically made subject to the terms and provisions of this Subordination Agreement and such is acknowledged in writing by the transferee and assignee in recordable form and Holder causes such acknowledgement to be recorded in the real estate records of the Office of the Judge of Probate in the county in which the Property is located.

Inst # 2002-10528

03/05/2002-10528

11:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

003 CH 17.00

This Subordination Agreement shall be binding upon Holder and the heirs, personal representatives, successors and assigns of Holder and shall inure to the benefit of Lender, its successors, assigns, purchasers at foreclosure sale and purchases pursuant to any power of sale contained in the Superior Mortgage.

Holder agrees to execute and deliver to Lender any further documents or instruments as specified by Lender to confirm or acknowledge the subordination of the Existing Mortgage evidenced hereby.

This Subordination Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

IN WITNESS WHEREOF, Holder has duly executed this Subordination Agreement, under seal, after due authorization, the day and year first above written.

HOLDER:

FIRST COMMERCIAL BANK

BY:

Tracie D. Langston

TRACIE D. LANGSTON

ITS: LOAN DOCUMENTATION OFFICER

HOLDER'S ADDRESS:

800 SHADES CREEK PARKWAY
BIRMINGHAM, AL 35209

Signed, sealed and delivered
In the presence of:

Glenn C. Coif
Unofficial Witness

Katherine J. Morgan
Notary Public

My Commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES OCT 27, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

(Notary Seal)

****EXHIBIT A****

From the Southeast corner of the SW 1/4 of the SW 1/4 of Section 14, Township 19 South, Range 2 West, run Easterly along the South boundary line of Section 14, Township 19 South, Range 2 West, for 68.3 feet to the point of beginning of the land herein described; thence turn an angle of 91 degrees 56 minutes 45 seconds to the left and run Northerly 202.85 feet, more or less, to a point in the center of a County Highway No. 14; thence turn an angle of 114 degrees 14 minutes 35 seconds to the left and run Southwesterly along the center of said County Highway for 100.79 feet; thence turn an angle of 13 degrees 41 minutes to the right and continue Southwesterly along the center of County Highway for 200.0 feet; thence turn an angle of 22 degrees 10 minutes to the right and run Northwesterly along the center of said County Highway for 200.00 feet; thence turn an angle of 18 degrees 29 minutes to the right and continue Northwesterly along the center of said County Highway for 200.00 feet; thence turn an angle of 10 degrees 15 minutes to the right and continue Northwesterly along the center of said County Highway for 98.36 feet; thence turn an angle of 178 degrees 22 minutes to the left and run Southeasterly 312.59 feet to a point in the center of an Old Public Road; thence turn an angle of 02 degrees 29 minutes to the left and continue Southeasterly along the center of Public Road for 424.92 feet; thence turn an angle of 48 degrees 33 minutes to the left and run Northeasterly along the center of said Public Road for 74.94 feet; thence turn an angle of 42 degrees 05 minutes to the left and continue Northeasterly along the center of said Public Road 168.75 feet, more or less, to the point of beginning. This land being part of the South 1/2 of the Southwest 1/4 of Section 14 and a part of the North 1/2 of the Northwest 1/4 of Section 23, Township 19 South, Range 2 West Shelby County, Alabama and is subject to rights-of-way for public roads and easements of record.

Minerals and mining rights excepted.

Calvin Fleming
Paula K. Fleming
4957 Cahaba Valley Trace
Birmingham, AL 35242

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