

STATE OF ALABAMA)
JEFFERSON COUNTY)

MORTGAGE SUBORDINATION AGREEMENT

This Mortgage Subordination Agreement is entered into as of the 6th day of March, 2002, by National Bank of Commerce of Birmingham, a national banking association (National Bank).

Recitals

A. Robert G. Byrd and wife, Sharon W. Byrd have executed a Home Equity Mortgage in favor of National Bank dated May 8, 1998 with a credit limit not to exceed at any one time \$50,000.00, recorded in Instrument No. #1998-18670.

B. Robert G. Byrd and wife, Sharon W. Byrd are borrowing from Bancorpsouth Bank (hereinafter called the "Mortgage Company") the sum of \$135,000.00 (the "Indebtedness"), and, to secure said Indebtedness, they will execute in favor of the Mortgage Company a mortgage (the "Mortgage") in the principal amount of \$135,000.00 covering real estate (the "Real Estate") the legal description of which is:

Lot 26, according to the Survey of Cahaba Oaks, as recorded in Map Book 18, Page 141, in the Office of the Judge of probate of Shelby County, Alabama.

C. In order to induce the Mortgage Company to make the aforesaid loan to Robert G. Byrd and wife, Sharon W. Byrd, National Bank, has agreed to subordinate its home equity mortgage with respect to the real estate set out above..

Agreement

NOW, THEREFORE, in consideration of the premises and the sum of \$1.00 in hand paid by the Mortgage Company to National Bank, the receipt and sufficiency of which are hereby acknowledged by National Bank, does hereby consent and agree that, with respect to said real estate, the mortgage held by National Bank, and the lien thereof, National Bank's right, title and interest in and to the real estate is and shall be subject and subordinate to the mortgage of the Mortgage Company. Except with respect to this express subordination concerning the real estate, National Bank's mortgage and the indebtedness secured thereby shall remain in full force and effect, except that the lien secured by National Bank's Equity Line Mortgage shall not exceed at any one time the amount of Fifty Thousand and No/100 (\$50,000.00) Dollars. Robert G. Byrd and wife, Sharon W. Byrd have agreed to this reduction in their Equity Line by the acceptance of this agreement as shown by their signatures.

Inst # 2002-12166

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09:42 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
FAX: 205-281-3111
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Mar 5 '02 14:52 P.02

IN WITNESS WHEREOF, the undersigned, National Bank, hereunto set its hand and seal
this 6th day of March, 2002.

National Bank of Commerce of Birmingham,
a national banking association

By: [Signature]

Its RVP

[Signature]
Robert G. Byrd

[Signature]
Sharon W. Byrd

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby
certify that Robert B. Adams whose name as Exec. V. P. of National Bank of Commerce
of Birmingham, a national banking association is signed to the foregoing agreement, and who is
known to me, acknowledged that, being informed of the contents of the agreement, he, as such officer
and with full authority, executed the same voluntarily for and as the act of said national banking
association.

Given under my hand and official seal this 6th day of March, 2002.

[Signature]
NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 24, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires: _____

This instrument was prepared by:
Ferris S. Ritchey, III
Ritchey & Ritchey, P.A.
1910 28th Avenue South
Birmingham, Alabama 35209
Telephone: 205/271-3100

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SHELBY COUNTY JUDGE OF PROBATE
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