SUBORDINATION AGREEMENT

State of Alabama
County of Jefferson

This Agreement is made and entered into on this 28 day of March
March , 20 02 by SouthTrust Bank   (hereinafter referred to as the
"Mortgagee") in favor of SouthTrust Mortgage Corp. its successors and assigns (hereinafter
referred to as " STMC   ").

WITNESSETH:

WHEREAS, Mortgagee did loan to Christopher Shane Oglesby
("Borrower") the sum of $ 13,000.00   , executed by Borrower in favor of
Mortgagee, and secured by a mortgage of even date therewith (the "Mortgage") covering the
property described therein and recorded in Instrument # 2002-09728   , of the real
property records in the Office of the Judge of Probate of Shelby   County, Alabama;
and

WHEREAS, Borrower has requested that   STMC   lend to it the sum
of One Hundred Five Thousand & no/100 DOLLARS ($ 105,000.00   ) (the "Loan"),
such loan to be evidenced by a promissory note dated March 15, 2002   executed by
Borrower in favor of STMC   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, STMC   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   STMC   .

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

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

SouthTrust Bank

By: _Stephen A Pierce_

Its Asst Vice Pres.

State of Alabama
County of Jefferson

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that Stephen A. Pierce , whose name as Asst Vice Pres , of SouthTrust 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said SouthTrust Bank.

Given under my hand and official seal this the 28 day of
March   , 20 02.

Linda F Mjen
Notary Public

My commission expires:

This instrument prepared by: William H. Halbrooks, #1 Independence Plaza, Suite 704, Birmingham, Alabama 35209