

Subordination Agreement

THIS AGREEMENT is made and entered into on this 4TH day of April, 2002, by The Prudential Savings Bank, FSB (hereinafter referred to as "Prudential") in favor of McGowan-King Mortgage, LLC., its successors and assigns (hereinafter referred to as "Lender").

RECITALS

Prudential loaned to Peter A. Bosworth and Jean M. Bosworth (the "Borrower", whether one or more) the sum of \$28,000.00. Such loan is evidenced by a note dated March 11, 2000, executed by Borrower in favor of The Prudential Savings Bank, FSB, which note is secured by a mortgage, deed of trust, security deed, deed to secure debt, or other security agreement recorded in Instrument 2000/10753, in the Probate Office of Shelby County, Alabama (the "Prudential Mortgage"). Borrower has requested that Lender lend to them the sum of \$129,225.00, which loan will be evidenced by a promissory note in such amount dated, and executed by Borrower in favor of Lender (the "Note"). The Note will be secured by a mortgage of the same date as the Note (the "Mortgage"). Lender and Borrower have requested that Prudential execute this instrument.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, Prudential agrees that the Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien or charge of the Prudential Mortgage to the extent the Mortgage secures the debt evidenced by the 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, and to the extent of advances made under the Note or the Mortgage necessary to preserve the rights or interest of Lender thereunder, but not to the extent of any other future advances.

IN WITNESS WHEREOF, Prudential has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

PRUDENTIAL SAVINGS BANK, FSB

By: Ray A. Jeter Sr.

Its

RAY A. JETER SR.
VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that RAY A. JETER SR. whose name as VICE PRESIDENT of Prudential Savings Bank, FSB 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 4th day of April, 2002.

Denise M. Csokuly
NOTARY PUBLIC

My Commission expires 8-25-03

This Instrument Prepared by:
Douglas Rogers
3106 Independence Drive
Birmingham, AL 35209

Notarial Seal
Denise M. Csokuly, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Aug. 25, 2003
Member, Pennsylvania Association of Notaries

Inst # 2002-17411

04/15/2002-17411
12:39 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

001 HSB 11.00