

This instrument prepared by:
James R. Moncus, Jr.
1313 Alford Avenue
Birmingham, Alabama 35226

STATE OF ALABAMA)

JEFFERSON COUNTY)

MORTGAGE SUBORDINATION AGREEMENT

THIS MORTGAGE SUBORDINATION AGREEMENT is entered into on this
12th day of August, 2002, by SouthTrust Bank.

WITNESSETH:

WHEREAS, SouthTrust Bank is the holder of that certain mortgage executed by John W. Wilson and wife, Christie C. Wilson (the "Mortgage") which mortgage is recorded in Instrument No. 1999-21013, in the Office of the Judge of Probate of Shelby County, Alabama (the "SouthTrust Bank Mortgage"); and

WHEREAS, the SouthTrust Bank Mortgage is subordinate to that certain mortgage in favor of GMAC Mortgage Corporation which mortgage is recorded in Instrument No. 1999-34068, in the Office of the Judge of Probate of Shelby County, Alabama (the "GMAC Mortgage Corporation Mortgage"); and

WHEREAS, Southeastern Mortgage of Alabama, LLC has agreed to lend to John W. Wilson and wife, Christie C. Wilson the sum of One Hundred Forty Six Thousand and no/100 Dollars (\$146,000.00) to be used, among other things, to satisfy the GMAC Mortgage Corporation Mortgage, but on the condition that the conventional loan be secured by a first mortgage (the "Southeastern Mortgage of Alabama, LLC Mortgage"); and

WHEREAS, SouthTrust Bank has agreed to subordinate its mortgage to the Southeastern Mortgage of Alabama, LLC.

NOW, THEREFORE, in consideration of the premises and Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SouthTrust Bank does hereby agree as follows:


1. Subordination. In order to induce Southeastern Mortgage of Alabama, LLC to make the loan to John W. Wilson and wife, Christie C. Wilson, and at any time, or from time to time, at Southeastern Mortgage of Alabama, LLC option, to grant such renewals or extensions of said loan as it may deem advisable, SouthTrust Bank hereby subordinates, in right of payment and claim, the SouthTrust Bank Mortgage to the Southeastern Mortgage of Alabama, LLC Mortgage and the debt secured thereby as described above, and SouthTrust Bank further agrees that any existing or hereafter acquired or arising security interest, security title to, or lien against the property encumbered by the SouthTrust Bank Mortgage in favor of SouthTrust Bank securing the payment of the existing debt, including without limitation the SouthTrust Bank Mortgage, shall be and at all times remain subordinate and inferior in priority to any security interest in, security title to or lien against such property in favor of the Southeastern Mortgage of Alabama, LLC Mortgage securing payment of conventional loan, including without limitation the Southeastern Mortgage of Alabama, LLC Mortgage.

2. Successors and Assigns. This subordination agreement shall be binding upon, and shall inure to the benefit of, Southeastern Mortgage of Alabama LLC, and SouthTrust Bank and their respective successors and assigns.

3. Waiver of Notice of Acceptance. Notice of acceptance by Southeastern Mortgage of Alabama, LLC of this subordination agreement is hereby waived by SouthTrust Bank and this subordination agreement and all of the terms and conditions hereof shall be immediately binding upon SouthTrust Bank from the date of the execution hereof.

IN WITNESS WHEREOF, SouthTrust Bank by a duly authorized officer, has executed this agreement on or as of the date first above written.

SOUTHTRUST BANK

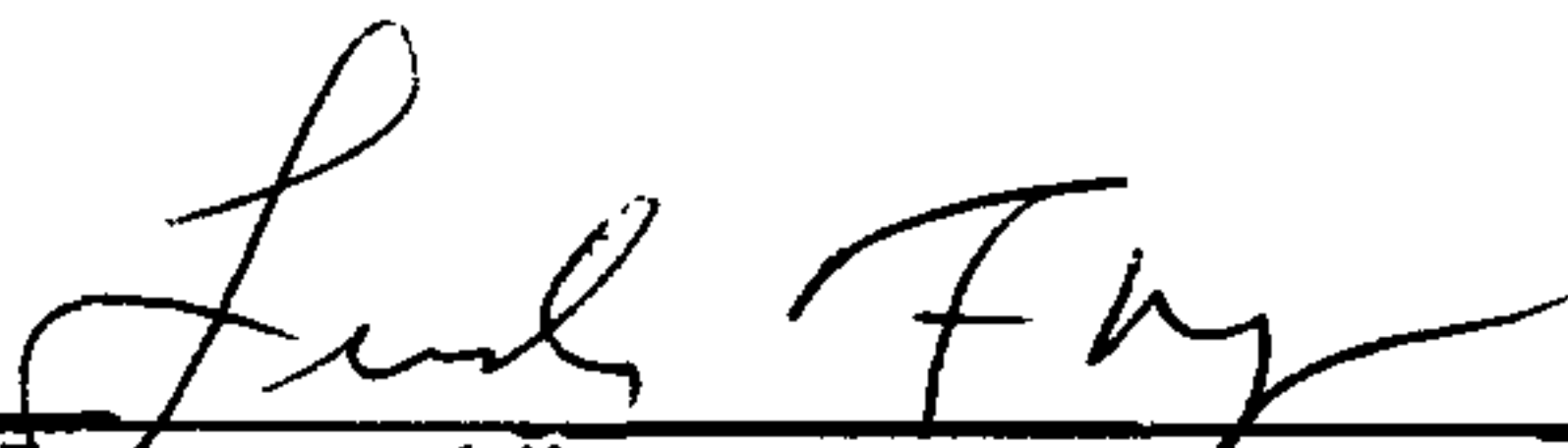

By: Steve Pierce
Its: Assistant Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Steve Pierce, whose name as Assistant Vice President 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, (s)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 seal this the 12 day of August, 2002.


Notary Public
My commission expires: _____

[SEAL]

MY COMMISSION EXPIRES MAY 30, 2005.