

State of Alabama
County of Jefferson

SUBORDINATION AGREEMENT

This agreement is made and entered into this 8TH day of MARCH, 2002.
by GEORGE P. POULOS, II AND LYNDA B. POULOS

(hereinafter referred to as the "Mortgagee") in favor of _____
AMERICA'S WHOLESALE LENDER

(hereinafter referred to as the "Mortgage Company"), its successors and/or assigns.

WITNESSETH:

Whereas, Mortgagee did loan _____
GEORGE P. POULOS, II AND LYNDA B. POULOS

("Borrower", whether one or more) the sum of which is evidenced by a note dated
AUGUST 6, 2001 executed by Borrower in favor of Mortgagee, and is secured by
a mortgage, deed of trust or security deed of even date therewith ("the Mortgage") covering the
Property described therein and recorded on AUGUST 16, 2001
and instrument # 2001-34865

Whereas, Borrower has requested AMERICA'S WHOLESALE LENDERS to lend
to it, the sum of TWO HUNDRED SEVENTY-FOUR THOUSAND AND NO/100***** Dollars
(\$ 274,000.00) (the "Loan"), such loan to be evidenced by a promissory note
in such amount executed by Borrower in favor of the Mortgage Company and secured by a
mortgage, deed of trust, deed to secure debt, security deed or other security instrument; and

Whereas, the Mortgage Company has agreed to make the Loan to Borrower, if, but only
if, the Mortgage Company shall be and remain a lien or charge upon the property covered thereby
prior and superior to the lien or charge of the Mortgagee on the terms set forth below and
provided that the Mortgagee will specifically and unconditionally subordinate the Mortgage to
the lien or charge of Mortgage Company set forth below.

Now therefore, in consideration of One Dollar and consideration of the premises and for
other good and valuable consideration, the receipt of which is hereby acknowledged, and in order
to induce the Mortgage Company to make the Loan above referred to, the Mortgagee hereby
agrees as follows:



1. The Mortgage Company Mortgage and the note secured by the Mortgage Company Mortgage and debt evidenced by such note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all 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 Mortgage Company Mortgage, prior and superior to the lien or charges to the Mortgagee.
2. Mortgagee acknowledges that it waives, relinquishes, and subordinates the priority and superiority of the Mortgage in favor of the lien of charge of the Mortgage Company, and that it understands that, in reliance upon and in consideration of the waiver, relinquishment and subordination, specific loans and advances are being and will be entered into by the Mortgage Company which would not be made or entered into but such reliance upon this waiver or subordination.
3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and Loan secured by the Mortgage Company, and as to the priority thereof, and there are not agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.
4. This agreement shall be binding upon the Mortgagee, its successors and or assigns and shall insure to the benefit of the Mortgage Company, its successors and or assigns.
5. No waiver shall be deemed to be made by AMERICA'S WHOLESALE LENDERS of any rights hereunder unless the same shall be in writing on behalf of AMERICA'S WHOLESALE LENDERS and each such waiver, if any, shall be a waiver only in respect to the specific instance involved and will not impair the rights of the Mortgage Company of the obligation of the Borrower or the Mortgagee to the Mortgage Company.



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

ATTESTED:
BY: M. D. Pearson
ITS: Vice President
of

CORPORATE ACKNOWLEDGEMENT

State of Alabama }
County of Walker }

I the undersigned authority, a Notary Public, in and for the said county of the State of Alabama hereby certify that MD Peacock whose name as Vice Pres of Campos Bank, a corporation, 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, the officer, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 11 day of March, 2002.

[Signature]
Notary Public

My commission expires: _____

My Commission Expires Dec. 15, 2002
Prepared by:

Todd H. Barksdale, P. C.