

STATE OF ALABAMA
COUNTY OF SHELBY

SUBORDINATION AGREEMENT

This agreement, made this 20th day of September, 2002, by SouthTrust Bank, in favor of ABN AMRO MORTGAGE GROUP, INC., its successors and assigns (hereinafter referred to as "Lender").

Whereas, Andre L. Burrell and Tonja D. Burrell, husband and wife (hereinafter referred to as "Borrowers"), executed a real estate mortgage in favor of SouthTrust Bank, dated February 8, 2002, recorded in instrument # #2002-12467, in the Office of the Judge of Probate of Shelby County, Alabama.

Whereas, the Borrower, as current owners of real estate mortgaged to SouthTrust Bank, as previously described, have obtained a loan from ABN AMRO Mortgage Group, Inc., dated September 30, 2002, in the amount of \$147,000.00 for the following legal description:

Lot 2002, according to the Map and Survey of Old Cahaba, 10th Sector, as recorded in Map Book 26, Page 112, in the Office of the Judge of Probate of Shelby County, Alabama.

Whereas, the mortgage in favor of ABN AMRO Mortgage Group, Inc, shall be secured by a first lien on the premises as originally encumbered by the mortgage to SouthTrust Bank, as previously described, and

Whereas, the parties have agreed that the mortgage to the Lender and the indebtedness secured thereunder shall be subject, subordinate and inferior to the mortgage loan in favor of ABN AMRO Mortgage Group, Inc.

Now, therefore, the premises considered, the parties for and in consideration of the mutual premises contained herein, do agree as follows:

1. The real estate mortgage executed by the borrowers in favor of SouthTrust Bank shall be subject to, subordinate and inferior to a real estate mortgage in favor of MORTGAGE NOW, INC., executed by the borrowers.

2. The real estate mortgage in favor of ABN AMRO Mortgage Group, Inc., shall be a first mortgage and shall encumber the premises described in the mortgage to SouthTrust Bank, which shall become a second mortgage. Lender warrants and guarantees that, upon consummation of its new loan, its lien shall be the only lien superior to that of SouthTrust Bank. The Lender shall be responsible for insuring that the lien of SouthTrust Bank, shall be subordinate only as agree to herein.

CONTINUED

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Mary Gifford (File)

3. The agreement contains the entire agreement between the parties hereto, and there are no agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.

4. No waiver shall be deemed to be made by either party of any of its rights hereunder unless the same shall be in writing, signed on behalf of the party to be charged, and such waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of that party or the obligations of either party hereunder in any other respect at any other time.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal on this the 23 day of September, 2002.

SOUTHTRUST BANK

Stephen A. Pierce (SEAL)

By: Stephen A. Pierce

STATE OF ALABAMA
COUNTY OF ~~SHELBY~~
Jefferson

I, the undersigned, a notary public in and for said state and county, 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 be, acknowledged before me on this day that, being informed of the contents of this instrument, signed his/her name voluntarily in his/her capacity as said officer on the day the same bears date.

Given under my hand and official seal this the 23 day of September, 2002.

Linda F. Myers
Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES MAY 30, 2005.

Prepared for
SouthTrust Bank