

SUBORDINATION AGREEMENT

This Agreement made this date by and between SouthTrust Bank (herein called First Party), and Citizens Bank (herein called Second Party).

Whereas, First Party is the owner and holder of that certain mortgage recorded in Instr.No 1999-13771. and executed by Steven K. Nelson and Angela A. Nelson in the Probate Office of Shelby County, Alabama, which mortgage encumbers the property described as follows:

Lot 82, according to the Final Record Plat of Greystone Farms, Milner's Crescent Sector, Phase 3, as recorded in Map Book 23, page 71, in the Probate Office of Shelby County, Alabama..

Whereas, the Second Party will not make a mortgage loan on said property unless the First Party subordinates its mortgage to that mortgage of the Second Party.

Now therefore in consideration of One Dollar and other good and valuable consideration, the Parties hereto agree as follows:

The First Party, SouthTrust Bank, consents and agrees that the lien of its mortgage recorded in Inst. No. 1999-13771 is and shall continue to be, subject and subordinate in lien to the lien of the mortgage in the amount of \$198,000.00 being made by the Second Party, Citizens Bank, which mortgage is recorded in Instr. #20021115000572120 in the said Probate Office.

Done this 7 th day of November , 2002.

SOUTHTRUST BANK

BY:

Its

Stephen A. Pierce
Asst. Vice Pres.

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Stephen A. Pierce whose name as AVP, of SouthTrust 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 the instrument, _____, 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 the 7 th day of November, 2002.

Linda F. Meyer
Notary Public

MY COMMISSION EXPIRES MAY 30, 2005.