20021202000595260 Pg 1/1 11.00
Shelby Cnty Judge of Probate,AL
12/02/2002 08:46:00 FILED/CERTIFIED

Subordination Agreement

THIS AGREEMENT is made and entered into on this **15** day of **November2002**, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of **Old Stone Mortgage Corporation**, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to **Leonard Bryant & Susan Bryant** (the "Borrower", whether one or more) the sum of **$125,000.00**. Such loan is evidenced by a note dated **06-18-96** , executed by Borrower in favor of AmSouth, which note is secured by a mortgage, deed of trust, security deed, deed to secure debt, or other security agreement **recorded 07-26-96**, in Record Book **Inst # 1996-24150 amended in Inst # 1996-31552** at Page **n/a**, in the public records of **Shelby County, Alabama** (the "AmSouth Mortgage"), as amended by unrecorded "Amendment to AmSouth Equity Line of Credit Agreement" decreasing credit limit to **$98,750.00**. Borrower has requested that Lender lend to it the sum of **$581,250.00**, 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 AmSouth 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, AmSouth 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 AmSouth Bank 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, AmSouth has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

AMSOUTH BANK

By: John Corey
Its: Vice-President

State of Alabama
Shelby County

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 15th day of November 2002, within my jurisdiction, the within named John Corey who acknowledged that he is V.P. of AMSOUTH BANK, a banking corporation, and that for and on behalf of the said AmSouth Bank, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by AmSouth Bank so to do.

Notary Public
My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Aug 27, 2006 BONDED THRU NOTARY PUBLIC UNDERWRITERS
NOTARY MUST AFFIX SEAL

This Instrument Prepared by:
Sara Taylor
P.O. Box 830721
Birmingham, AL 35283
Acct: 5299070499149880

HELEN W. HOLCOMB
Notary Public
STATE OF ALABAMA