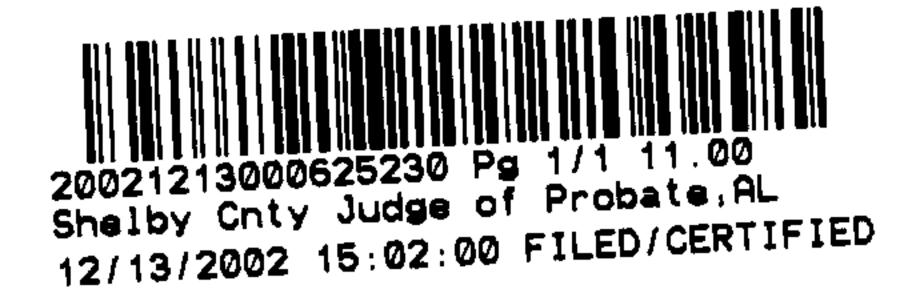
## SUBORDINATION AGREEMENT



This Agreement made this date by SouthTrust Bank, ( Inc. herein called Second Party).

Whereas, First Party is the owner and holder of that mortgage recorded in Instrument#2021213006252120, in the mortgage of Shelby County, Alabama, which said mortgage encumbers the property described as follows:

## LOT 7, ACCORDING TO THE SURVEY OF CAHABA MANOR TOWN HOMES, THIRD ADDITION, AS RECORDED IN MAP BOOK 7, PAGE 158, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Whereas, Second Party, on December 6, 2002, made a loan secured by a mortgage executed by Jerrie D. McCurry, unmarried in the amount of \$63,000.00 secured by a mortgage on the above-described property; and

Whereas, the Second Party will not make the said loan unless the First Party subordinates its mortgage to the Second

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

The First Party, SouthTrust Bank, consents and agrees that
the mortgage recorded in Instrument #, in
Probate Office of Shelby County, Alabama, is and shall continue
to be, subject and subordinate in lien with the maximum cradit
limit \$ to the lien of the mortgage being made to
the Second Party, which mortgage is recorded as Instrument
#in the Probate Office of Shelby County, Alabama.
Dated this 20 day of Wollember, 2002.

State of County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

on V. , whose name as

foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he as such officer and with full authority executed the same voluntarily on the date the same bears date for and as

Given under my hand and official seal this the  $\frac{20}{2000}$  lay of

the act of said

NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES MAY 30, 2005.

SouthTrust Bank