

SUBORDINATION AGREEMENT

This Subordination Agreement made as of the 10th day of DECEMBER 2002, by ALABAMA TELCO CREDIT UNION [Name of original lender], having an address of 1849 Data Drive, Birmingham, AL, 35244 ("Subordinator"), and SOUTHERN TRUST MORTGAGE [Name of new lender], a corporation with its principal place of business at 110 Office Park Drive Suite 101 Birmingham, Alabama 35223 ("Lender").

RECITALS:

- JAMES F. HAMM and JANET S. HAMM [Name of Borrower], of 4600 SOUTH LAKE RIDGE DRIVE, HOOVER, ALABAMA 35224 ("Borrower"), have applied to Lender for a loan to be made to Borrower and to be evidenced by a promissory note secured by a mortgage covering certain real property.
- The real property offered by Borrower as security to Lender is currently subject to the prior lien of the mortgage described below.
- Lender will make such loan to Borrower only on the condition precedent that such mortgage be subordinated to the lien of the mortgage described below to be given by Borrower to Lender.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SUBORDINATION OF EXISTING MORTGAGE

The mortgage to be subordinated covers real property described as:

LOT 14, ACCORDING TO THE AMENDED MAP OF LAKE RIDGE SUBDIVISION, AS RECORDED IN MAP BOOK 12, PAGE 51, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED.

and made on the 11th day of FEBRUARY, 2000 between JANET S. HAMM and JAMES F. HAMM [Borrower] and ALABAMA TELCO CREDIT UNION [Subordinator], and filed AS INSTRUMENT NUMBER 2000-65755 of the records of the County of SHELBY, State of ALABAMA, shall be and the same is now subordinated and made subject and subsequent to the lien of that certain mortgage covering the real property referenced above, between JAMES F. HAMM and/or JANET S. HAMM [Borrower] and SOUTHERN TRUST MORTGAGE [Lender], and filed or recorded on the _____ day of _____, in book _____ page _____ of the records of the County of SHELBY, State of ALABAMA in the amount of \$210,000.

The undersigned Subordinator has executed this agreement at Birmingham, Alabama [designate location], on the date first appearing above.

The credit limit on Alabama Telco Credit Union's Second Mortgage is \$50,000.00.

20030102000003130 Pg 2/2 14.00
Shelby Cnty Judge of Probate, AL
01/02/2003 14:11:00 FILED/CERTIFIED

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SUBORDINATOR

By: William R. Chancellor
William R. Chancellor
Its: V.P. Lending and Collections

State of ALABAMA)
County of SHELBY)

This instrument was acknowledged before me this 10th day of December,
2002, for and on behalf of

Alabama Telco Credit Union, The undersigned acknowledges that
William R. Chancellor as V.P. Lending and Collection.

Notary Public Victoria O. Seal

My commission expires 7-18-03