

## Subordination Agreement

THIS AGREEMENT is made and entered into on this 17 day of January 2003, by AmSouth Bank (hereinafter referred to as ("AmSouth")) in favor of **Hibernia National Bank**, its successors and assign (hereinafter referred to as "Lender").

### RECITALS

AmSouth loaned to **Kevin W. & Carla B. Marchant** (the "Borrower", whether one or more) the sum of \$50,000.00. Such loan is evidenced by a note dated 10-01-01, 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 10-18-01, in Record Book Instr 2001-45135 at Page NA, in the public records of **Shelby County, Alabama** (the "Mortgage"). Borrower has requested that Lender lend to it the sum of \$160,000.00, which loan is 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 new "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 new 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 new 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 new 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: *TR Hay*  
It's Vice President

State of Alabama  
County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 17 day of January 2003 within my jurisdiction, the within name *TR Hay* who acknowledged that she/he is *VP* 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 to do so.

*Bonnie Simpson*  
Notary Public

My commission expires: *4-1-03*  
NOTARY MUST AFFIX SEAL

This Instrument Prepared by:  
Bonnie Simpson  
P.O. Box 830721  
Birmingham, AL 35283  
Acct: 5299070499657361