

### Subordination Agreement

THIS AGREEMENT is made and entered into on this 5 day of February, 2003, by Aliant Bank (hereinafter referred to as "Aliant") in favor of McGowin-King Mortgage, LLC., its successors and assigns (hereinafter referred to as "Lender").

#### RECITALS

Aliant loaned to Robert W. Kirkland and Tammy K. Kirkland (the "Borrower", whether one or more) the sum of \$30,000.00. Such loan is evidenced by a note dated March 22, 2002, executed by Borrower in favor of Aliant Bank, which note is secured by a mortgage, deed of trust, security deed, deed to secure debt, or other security agreement recorded in Instrument 2002-15618, in the Probate records of Jefferson County, Alabama (the "Aliant Mortgage"). Borrower has requested that Lender lend to them the sum of \$256,000.00, 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 Aliant 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, Aliant 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 the Aliant Mortgage 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, Aliant has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

ALiant BANK

By: [Signature]  
Its Assistant Vice President

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that D. A. Mason whose name as Asst. Vice President of Aliant Bank, 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 said instrument, he/she 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 5<sup>th</sup> day of February, 2003.

[Signature]  
NOTARY PUBLIC  
My Commission expires 3-23-03

Douglas Rogers