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SUBORDINATION AGREEMENT

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Shelby Cnty Judge of Probate, AL
03/06/2003 14:33:00 FILED/CERTIFIED

THIS MORTGAGE SUBORDINATION AGREEMENT is made and entered into by SouthTrust Bank, NA , (hereinafter referred to a the "First Party") and New South Federal Savings Bank, and/or assigns (hereinafter referred to as the "Second Party"):

WIT NE S S ET H:

WHEREAS, Janis Billew Connor and husband Robert B. Connor, did execute a mortgage to the First Party covering the real property described as follows:

Lot 186A, according to the Map of Shoal Creek Subdivision, as recorded in Map Book 9, page 113, in the Probate Office of Shelby County, Alabama.

And dated October 21, 1998, securing the original principal sum of Six Hundred Forty Six Thousand and No/100, (\$646,000.00), together with interest payable as therein provided, said mortgage being recorded in Instrument No. 1998-43206 of the Probate Office of Shelby County, Alabama, (hereinafter referred to as the "First Mortgage"); and

WHEREAS, Janis Billew Connor and husband Robert B. Connor have executed, or are about to execute, a mortgage to the Second Party covering the real property described above, dated February 21, 2003, securing the original principal sum of Two Hundred Fifteen Thousand and No/100 (\$215,000.00), together with interest payable as therein provided, said mortgage to be recorded in the Probate Office of Shelby County, Alabama (hereinafter referred to as the "Second Mortgage"); and

WHEREAS, the Parties have reached certain agreements in connection with the relationship of the First Mortgage and the Second Mortgage as hereinafter more particularly set forth.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, receipt and adequacy of which is hereby acknowledged, the First Party does hereby agree that the lien of the First Mortgage as to the real property described above shall be, and is hereby made subject, subordinate and inferior to the lien of the Second Mortgage, provided, however, that this subordination is only to the extent not to exceed Two Hundred Fifteen Thousand and No/100 (\$215,000.00), together with interest thereon which may be secured by the Second Mortgage in respect of said real property and to the extent funds in excess of that amount may be secured by the Second Mortgage, such excess amount shall be deemed secured by a lien inferior to that of the First Mortgage.

IN WITNESS WHEREOF, this Subordination Agreement has been executed and delivered on this 19th day of February, 2003.

SouthTrust Bank, NA

BY: W. H. Robinson
its Vice President

State of Alabama

County of Jefferson

The foregoing instrument was acknowledged before me this 19 day of February, 2003, by W. H. Robinson its Vice President, with full authority and on behalf of SouthTrust Bank, NA.

[Signature]
Notary Public
My commission expires:

MY COMMISSION EXPIRES APRIL 5, 2005.

SHelby County Probate Office
1000 1st Avenue
Birmingham, AL 35203