

This subordination agreement is being re recorded
inorder to correct the name of the lender.

20021108000558140 Pg 1/1 11.00
Shelby Cnty Judge of Probate, AL
11/08/2002 13:10:00 FILED/CERTIFIED

Subordination Agreement

THIS AGREEMENT is made and entered into on this **18** day of **October 2002**, by AmSouth Bank
(hereinafter referred to as "AmSouth") in favor of ~~Homecomings Financial Network, Inc.~~
Union Planters Bank, N.A. assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to **Marc G. Elkins & Laura Lynn Elkins** (the "Borrower", whether one or more) the
sum of **\$25,000.00**. Such loan is evidenced by a note dated **06-11-01**, 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 06-26-01, in Record Book Inst # **2001-26145** at Page n/a, in the public records of **Shelby County,**
Alabama (the "AmSouth Mortgage"). Borrower has requested that Lender lend to it the sum of **\$222,800.00**, 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 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 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 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, 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:
Its:

T. R. Hall
Vice-President

20030324000174610 Pg 1/1 11.00
Shelby Cnty Judge of Probate, AL
03/24/2003 11:06:00 FILED/CERTIFIED

State of Alabama
Shelby County

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State,
on this the 18 day of October 2002, within my jurisdiction, the within named T. R. Hall
who acknowledged that 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 so to do.

[Signature]
Notary Public

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

This Instrument Prepared by:
Sara Taylor
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Birmingham, AL 35283
Acct: 5299070499581579