

**CERTIFIED  
TRUE COPY***Greg A. Knight***Subordination Agreement**

THIS AGREEMENT is made and entered into on this 9 day of September 2002, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of Frontier National Bank, its successors and assigns (hereinafter referred to as "Lender").

**RECITALS**

AmSouth loaned to Franklin S. Smith & Donna B. Smith (the "Borrower", whether one or more) the sum of \$100,000.00. Such loan is evidenced by a note dated 03-19-99, 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 04-05-99, in Record Book Inst # 1999-14304 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 \$187,000.00, 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 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:*Rodney G. Hudson*  
Vice-President

State of Alabama  
Shelby County

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 9 day of September 2002, within my jurisdiction, the within named *Rodney G. Hudson* who acknowledged that he is *AVP* 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.

*Bonnie A. Jones*  
Notary PublicMy commission expires: *4-1-03*

NOTARY MUST AFFIX SEAL

This Instrument Prepared by:  
Sara Taylor  
P.O. Box 830721  
Birmingham, AL 35283  
Acct: 5299070499353672



20030327000183480 Pg 1/2 14.00  
Shelby Cnty Judge of Probate, AL  
03/27/2003 12:03:00 FILED/CERTIFIED

NO. 4885 P. 1/2  
**CERTIFIED  
TRUE COPY**

*Judy A. Knight*

**AmSouth Bank  
Real Estate Subordination Approval**

To: Frontier National Bank  
Attn: Judy  
From: Sara Taylor  
Date: September 9, 2002  
RE: Customer: Franklin S. Smith & Donna B. Smith  
Equity Acct Number: 5299070499353672  
New Mortgage Company: Frontier National Bank

20030327000183480 Pg 2/2 14.00  
Shelby Cnty Judge of Probate, AL  
03/27/2003 12:03:00 FILED/CERTIFIED

**ACCOUNT STATUS:**

Date Opened: 03-19-99  
Current Limit: 100,000.00  
Balance: 9,771.87  
New Limit (if applicable): n/a  
Beacon Score: 747  
New 1st Mtg. Bal.: 187,000.00  
Amount Due: n/a

**APPROVED:** ✓

AmSouth agrees to subordinate the above reference Equity Line/Loan to the Mortgage Company referenced above, subject to the terms listed above, as well as the documentation required below.

\_\_\_\_\_ The Line of Credit limit is being lowered due to AmSouth's Loan to Value policy. Please deliver a hard copy\* of the attached Amendment to Equity Line of Credit Agreement to be executed by the borrower(s) and return to my attention along with certified funds, if applicable, to ensure the balance does not exceed the new limit.

XXX Please deliver a hard copy\* of the attached Subordination Agreement to the closing attorney/agent to be recorded in the county records and return to my attention.

\_\_\_\_\_ Other:

\*Hard copy mailed first class on today's date, shown above.

**DECLINED:**

AmSouth does not agree to subordinate the above referenced Equity Line/Loan to the Mortgage Company referenced above, due to AmSouth Loan to Value policy.

If you have any questions or problems, please feel free to contact me.

Phone: (800) 896-6513 or (205) 560-7350, Fax: (205) 560-3795 and mailing address is as follows:

AmSouth Bank  
Attn: Sara Taylor  
P.O. Box 830721  
Birmingham, Alabama 35283