

This instrument prepared by:
James R. Moncus, Jr.
1313 Alford Avenue
Birmingham, Alabama 35226

STATE OF ALABAMA)

SHELBY COUNTY)

MORTGAGE SUBORDINATION AGREEMENT

THIS MORTGAGE SUBORDINATION AGREEMENT is entered into on this 13th
day of March, 2003, by First Commercial Bank.

WITNESSETH:

WHEREAS, First Commercial Bank is the holder of that certain mortgage executed by Richard J. Early and wife, Sheryl L. Early, (the "Mortgage") which mortgage is recorded in Inst. No. 2001-22963, in the Office of the Judge of Probate of Shelby County, Alabama (the "First Commercial Bank Mortgage"); and

WHEREAS, the First Commercial Bank Mortgage is subordinate to that certain mortgage in favor of Synovus Mortgage Corp., which mortgage is recorded in Inst. No. 2001-15419, in the Office of the Judge of Probate of Shelby County, Alabama (the "Synovus Mortgage"); and

WHEREAS, SouthTrust Mortgage has agreed to lend to Richard J. Early and wife, Sheryl L. Early the sum of Two Hundred Forty One Thousand and no/100 Dollars (\$241,000.00) to be used, among other things, to satisfy the existing Synovus Mortgage, but on the condition that the conventional loan be secured by a first mortgage (the "SouthTrust Mortgage"); and

WHEREAS, First Commercial Bank has agreed to subordinate its mortgage to the SouthTrust Mortgage.

NOW, THEREFORE, in consideration of the premises and Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, First Commercial Bank does hereby agree as follows:

1. Subordination. In order to induce SouthTrust Mortgage to make the loan to Richard J. Early and wife, Sheryl L. Early, and at any time, or from time to time, at SouthTrust Mortgage's option, to grant such renewals or extensions of said loan as it may deem advisable, First Commercial Bank hereby subordinates, in right of payment and claim, the First Commercial Bank Mortgage to the SouthTrust Mortgage and the debt secured thereby as described above, and First Commercial Bank further agrees that any existing or hereafter acquired or arising security interest, security title to, or lien against the property encumbered by the First Commercial Bank Mortgage in favor of First Commercial Bank securing the payment of the existing debt, including without limitation the First Commercial Bank Mortgage, shall be and at all times remain subordinate and inferior in priority to any security interest in, security title to or lien against such property in favor of the SouthTrust Mortgage securing payment of conventional loan, including without limitation the SouthTrust Mortgage.

2. Successors and Assigns. This subordination agreement shall be binding upon, and shall inure to the benefit of, SouthTrust Mortgage and First Commercial Bank and their respective successors and assigns.

3. Waiver of Notice of Acceptance. Notice of acceptance by SouthTrust Mortgage of this subordination agreement is hereby waived by First Commercial Bank and this subordination agreement and all of the terms and conditions hereof shall be immediately binding upon First Commercial Bank from the date of the execution hereof.

IN WITNESS WHEREOF, First Commercial Bank by a duly authorized officer, has executed this agreement on or as of the date first above written.

First Commercial Bank

By: 

Its: Vice President

STATE OF ALABAMA)

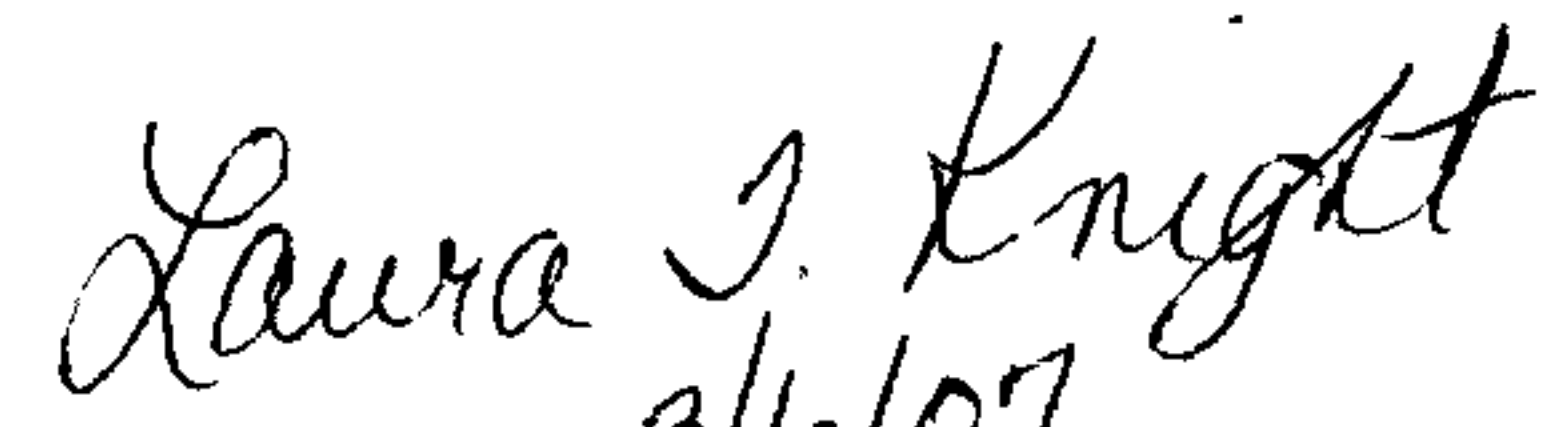
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Fred Lindsey, whose name as Vice President of First Commercial 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 13th day of March, 2003.

Notary Public

My commission expires: 3/6/07



[SEAL]