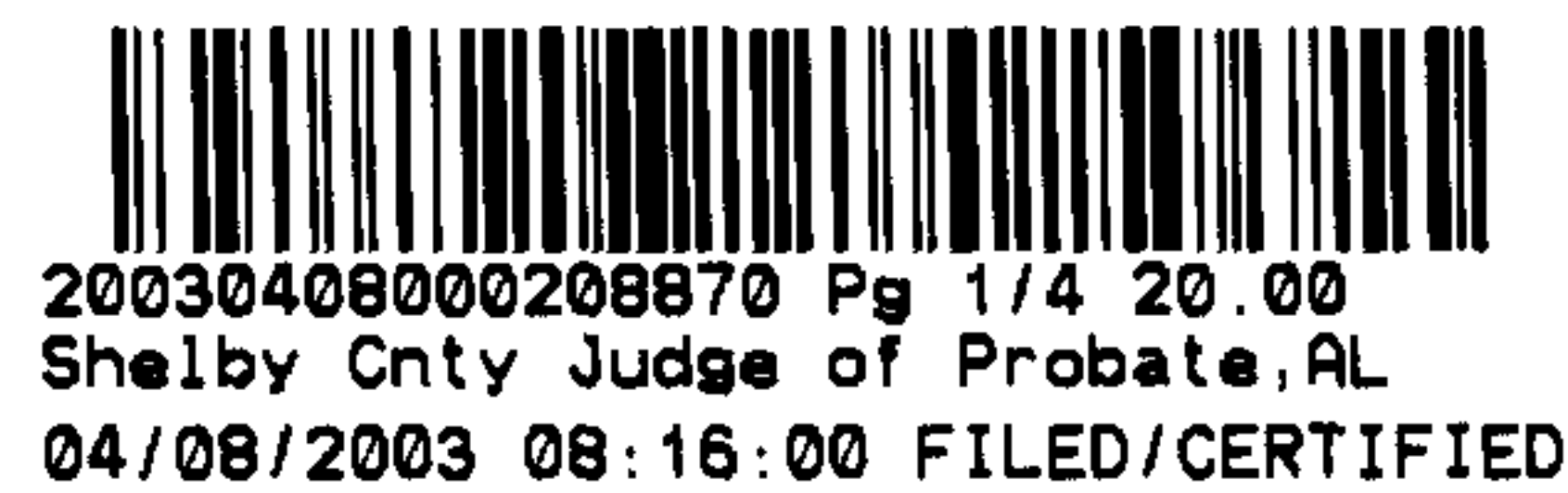




STATE OF ALABAMA)
JEFFERSON COUNTY)

SUBORDINATION AGREEMENT

THIS AGREEMENT made and entered into as of this 27th day of March, 2003, by and among **The Bank of Alabama**, a state banking association, with an address at 2340 Woodcrest Place, Suite 200, Birmingham, Alabama 35209 (hereinafter "Lender") and **Connie C. Hartley and Charles G. Hartley**, wife and husband, with an address at 9778 Highway 41 South, Leeds, Alabama 35094 (hereinafter "Borrowers").

WITNESSETH

WHEREAS, Lender has issued to Borrowers that certain Home Equity Line of Credit Loan (hereinafter referred to as the "Line of Credit Loan") which is secured by that certain mortgage upon the real property described in Exhibit A attached hereto (the "Real Property") and incorporated herein by reference, which mortgage is dated March 22, 2002, recorded in Instrument No. 2002-16678 (said Mortgage hereinafter referred to as "Line of Credit Mortgage"); and

WHEREAS, Borrowers, for the purpose of refinancing with Lender their existing first mortgage loan on the Real Property (the "Refinancing Loan"), have executed, or contemporaneously herewith shall execute, a Promissory Note (hereinafter "Note") in favor of Lender, and for the purpose of securing said Note, Borrowers have executed, or contemporaneously herewith shall execute, a Mortgage in favor of Lender of even date herewith (hereinafter the "Mortgage"); and

WHEREAS, it is the intention of Lender and Borrowers that the Mortgage create a first and superior lien upon the real property described in Exhibit A; and

WHEREAS, Borrowers and Lender desire to confirm their understandings with respect to the Line of Credit Mortgage and the Mortgage;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and to induce Lender to proceed with the closing of the Refinancing Loan, Borrowers and Lender hereby agree and covenant as follows:

1. Borrowers and Lender agree that the indebtedness due under the Line of Credit Loan shall be subject and subordinate to the indebtedness due under the Refinancing Loan. It is the intention of the parties hereto that the lien of the Mortgage shall be a first and prior lien to the lien of the Line of Credit Mortgage, notwithstanding the order of recordation of said mortgages.

2. Nothing herein contained is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Lender under either the Line of Credit Loan, the Line of Credit Mortgage, the Refinancing Loan or the Mortgage in the event of any default by Borrowers in the payment of any monies due under either of said loans for which or in the performance of any of the terms, covenants or conditions of either of said Loans on the Borrowers' part to be performed.

3. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and any purchaser or purchasers at foreclosure of the Demised Premises, and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

LENDER:

BANK OF ALABAMA, a state banking association

By:

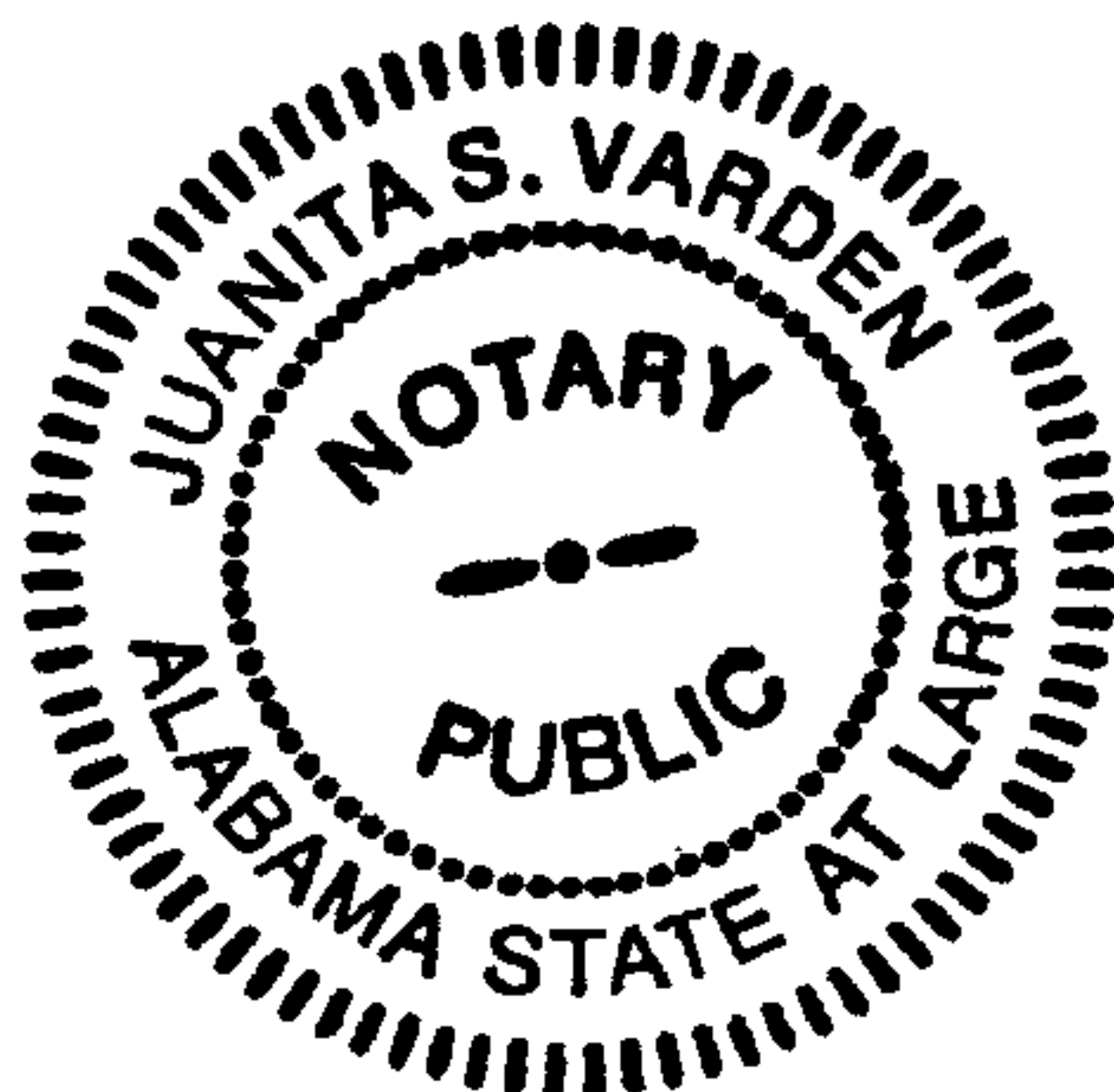
Wanda Franklin

Wanda Franklin [Printed Name]
Its Vice President

STATE OF ALABAMA)
COUNTY OF Jefferson }

I, the undersigned, a notary public in and for said county in said state, hereby certify that Wanda Franklin, whose name as Vice President of BANK OF ALABAMA, a state banking association, 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 on behalf of said association on the ___ day of March, 2003.

Given under my hand and official seal this the 27th day of March, 2003.



Juanita S. Varden
Notary Public
My Commission Expires: 8-16-2006

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned, a notary public in and for said county, in said state, hereby certify that CONNIE C. HARTLEY, a married woman, whose name 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, she executed the same voluntarily on the 27 day of March, 2003.

Given under my hand and official seal this the 27 day of March, 2003.

Notary Public
My Commission Expires: 11-9-06

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned, a notary public in and for said county in said state, hereby certify that CHARLES G. HARTLEY, a married man, whose name 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 executed the same voluntarily on the 27 day of March, 2003.

Given under my hand and official seal this the 27 day of March, 2003.

Notary Public
My Commission Expires: 11-9-06

PREPARED BY:
Deborah A. Pickens, Esq.
Gentle Pickens Eliason Turner & Ritondo
2 North 20th Street, Suite 1200
Birmingham, AL 35203
(205) 716-3000

EXHIBIT A
LEGAL DESCRIPTION

Begin at the Northwest corner of the Southwest $\frac{1}{4}$ of Section 8, Township 18 South, Range 1 East, Shelby County, Alabama and run in a Northerly direction and along the West line of said Section 8 a distance of 284.47 feet to a point on the Southeast right-of-way line of Shelby County Road #41; thence turn an interior angle of 146 degrees 55 minutes 10 seconds and run to the right and in a Northeasterly direction of 451.91 feet along the Southeast right-of-way line of said County Road to a point; thence turn an interior angle of 41 degrees 29 minutes 00 seconds and run to the right and in a Southeasterly direction a distance of 105.55 feet to a point; thence turn an interior angle of 175 degrees 13 minutes 50 seconds and run to the right in a Southerly direction a distance of 1421.31 feet to a point in the center line of Spring Branch; thence turn an interior angle of 123 degrees 33 minutes 00 seconds and run to the right and in a Southwesterly direction and along the center line of Spring Branch a distance of 128.95 feet; thence turn an interior angle of 156 degrees 50 minutes 00 seconds and run to the right and in a Southwesterly direction a distance of 257.13 feet to a point on the West line of said Section; thence turn an interior angle of 75 degrees 59 minutes 00 seconds and run to the right in a Northerly direction and along the West line of said Section a distance of 999.94 feet more or less to the point of beginning of the herein described parcel. Situated in Shelby County, Alabama.