

## SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (the "Agreement") is made, executed and delivered by **BancorpSouth Bank** (the "Prior Lender") as of the 27th day of March, 2003, in favor of and for the benefit of **Mortgage America, Inc.** Its Successors &/Or Assigns (the "Lender") for the purposes herein stated.

### WITNESSETH:

WHEREAS, the Prior Lender has previously made a loan (the "Prior Loan") to Albert L. Weber and wife, Marilyn H. Weber (collectively the "Borrowers"), evidenced and secured by a Promissory Note in the amount of **\$75,000.00** dated **07/19/2001**, a Mortgage and Security Agreement (the "Prior Mortgage") recorded in **Instrument Number 2001-34906** in the Probate Office of **Shelby County, Alabama**, and various other agreements, documents and instruments executed in connection with the Prior Loan (for convenience the prior Promissory Note, the Prior Mortgage, and the other agreements, documents and instruments are collectively referred to as the "Prior Loan Documents"); and

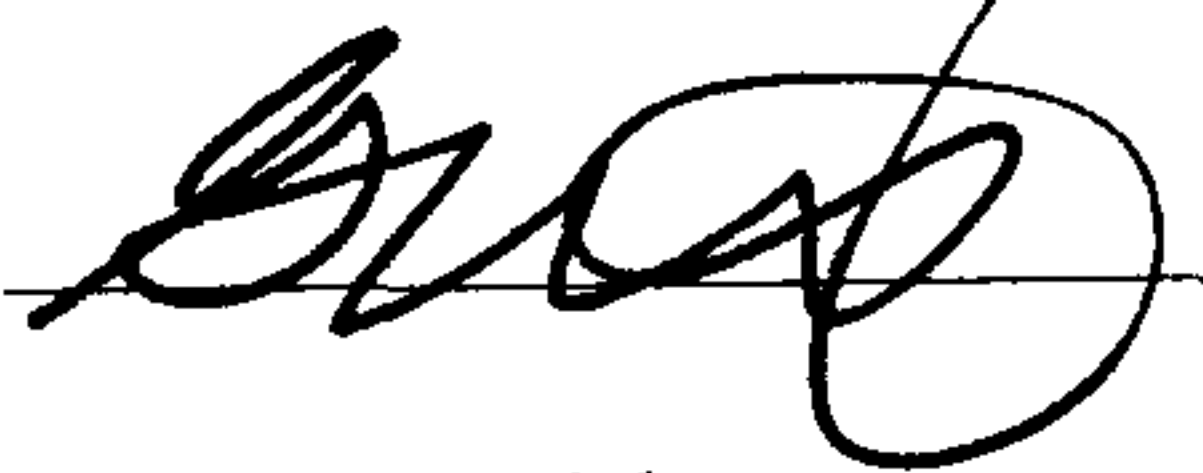
WHEREAS, Lender has agreed to make a new loan in the amount of **\$222,000.00** (the "New Loan") to the Borrower on the condition that, among other things, the Prior Mortgage, the Prior Loan Documents and all indebtedness secured by the Prior Mortgage or any of the other Prior Loan Documents be junior and subordinate to various agreements, documents, and instruments to be executed by Borrower in connection with the New Loan (collectively the "New Loan Documents") including, without limitation, a promissory note in the amount of **\$222,000.00**, a Mortgage and Security Agreement executed or to be executed by Borrower ( the "New Mortgage"), and other agreements, documents, and instruments to be executed in connection with the New Loan. The Prior Lender Mortgage and the New Mortgage cover and relate to the real property described in **EXHIBIT A.**

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Lender to make the New Loan, Prior Lender covenants and agrees that the Prior Lender Mortgage and all indebtedness and liens evidenced or secured by the Prior Mortgage or any of the other Prior Loan Documents are and shall be junior and subordinate in all respects to the New Loan, the New Mortgage and all of the other New Loan Documents.

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

**BancorpSouth Bank**

BY: Gerald L. Watkins, Jr.

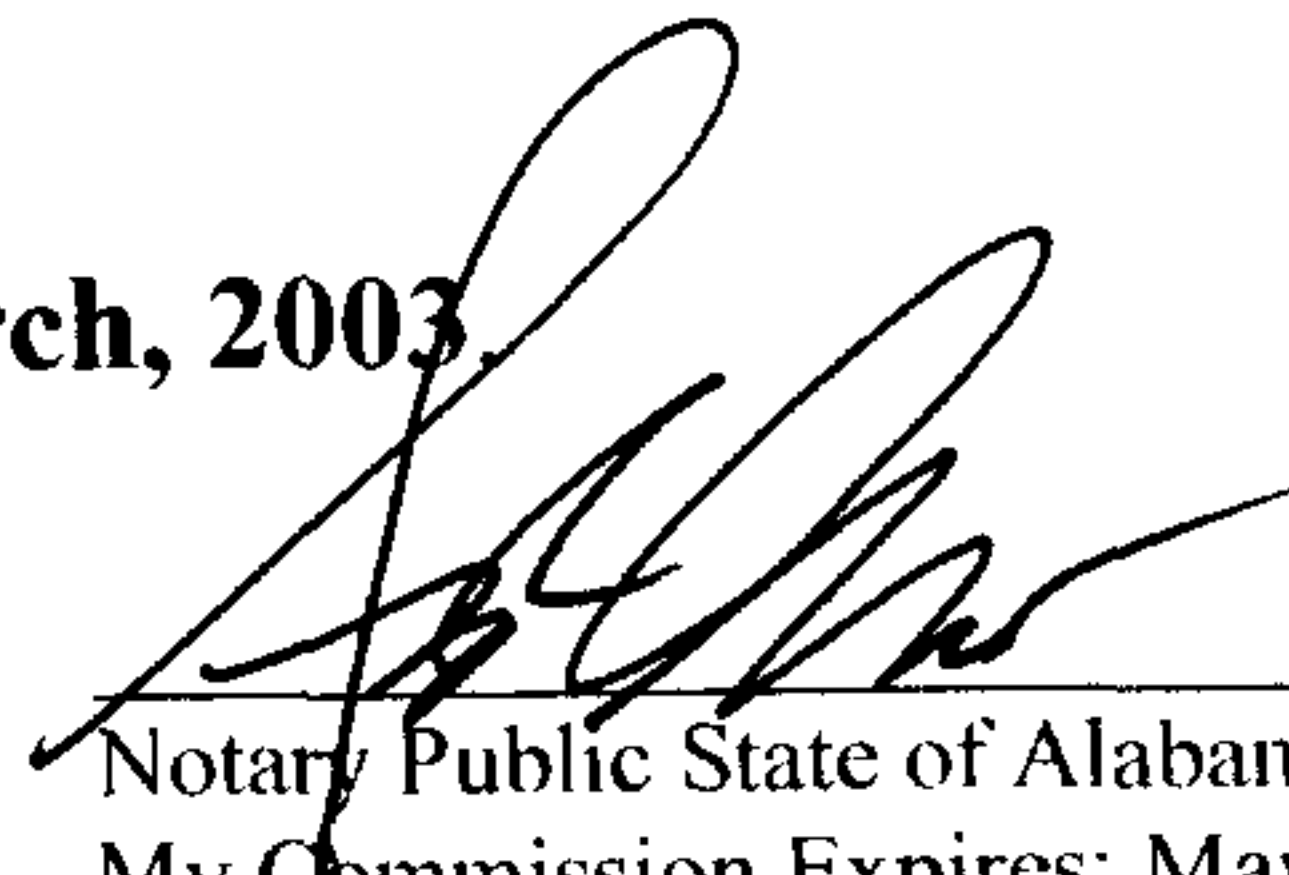


ITS: Vice President

STATE OF ALABAMA  
COUNTY OF SHELBY

I, Stacey R. Sellers, a Notary Public in and for said County, in said State, hereby certify that Gerald L. Watkins, Jr., whose name as the Vice President of BancorpSouth Bank is signed to the foregoing Subordination Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Subordination Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this **25th** day of **March, 2003**.



Notary Public State of Alabama At Large  
My Commission Expires: May 31, 2004  
Bonded Through Notary Public Underwriters

## EXHIBIT "A"

Commence at the NE corner of the SE 1/4 of the SE 1/4 of Section 23, Township 20 South, Range 4 West, said point being the point of beginning; thence proceed South along the East line of said 1/4-1/4 for a distance of 418.06 feet; thence turn an angle to the right of 83 degrees 38 minutes 43 seconds for a distance of 482.51 feet; thence turn an angle to right of 100 degrees 44 minutes 42 seconds for a distance of 346.76 feet; thence turn an angle to the left of 53 degrees 09 minutes 54 seconds for a distance of 222.39 feet to a point on a cul-de-sac having a central angle of 26 degrees 02 minutes 37 seconds and a radius of 66.0 feet; thence turn an angle to the right, as measured to chord of said curve, for distance of 30.0 feet along arc of said curve; thence turn an angle to the right of 76 degrees 58 minutes 42 seconds as measured from chord of said curve if extended, for a distance of 189.12 feet; thence turn an angle to the left of 15 degrees 55 minutes 21 seconds for a distance of 423.81 feet to the point of beginning.  
According to survey of Karl Hager, R.L.S. #11040, dated February 24, 1989.

Said property being a part of Tract 2, according to the Survey of Chestnut Glen Estates, as recorded in Map Book 13, Page 77, in the Probate Office of Shelby County, Alabama.

Situated in Shelby County, Alabama.