

SUBORDINATION AGREEMENT

STATE OF ALABAMA:

COUNTY OF SHELBY:

WHEREAS, LARRY STEPHEN MIKUL, an unmarried man, is the owner in fee simple of that certain real property described as follows:

Lot 74, according to the survey of Weatherly King's Crest, Sector 3, Phase 3, as recorded in Map Book 18, page 38 A & B in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, COLONIAL BANK, for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS and other good and valuable consideration hereby acknowledged to have been paid, does, by this instrument, hereby subordinate the lien of that certain equity mortgage and promissory note secured thereby from LARRY STEPHEN MIKUL to COLONIAL BANK dated November 22, 2000, and recorded at Instrument # 2001-00638, in the Office of the Judge of Probate, Shelby County, Alabama, to that certain mortgage in the amount of TWO HUNDRED TWENTY NINE THOUSAND AND NO/100THS DOLLARS (\$229,000.00) from LARRY STEPHEN MIKUL, an unmarried man to COLONIAL BANK dated the

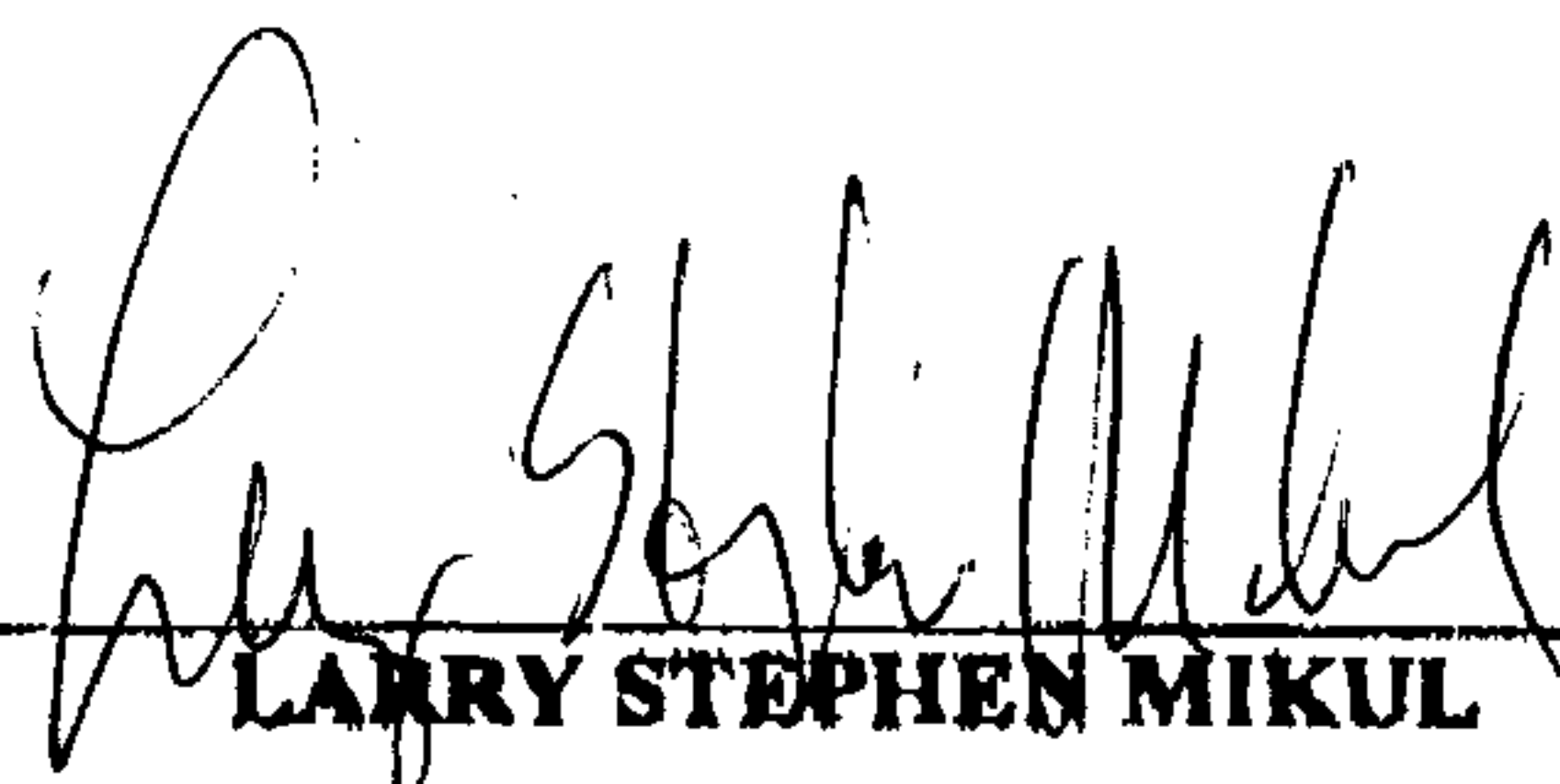
31 day of March, 2003, recorded at Instrument 20030501000266470

The undersigned does hereby expressly subordinate and agree and declare to be subordinate the lien of the aforesaid mortgage to that certain new mortgage to COLONIAL BANK.

This agreement may not be changed or terminated orally. This agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 31st day of March, 2003.

Borrower:


LARRY STEPHEN MIKUL

Gulf Shores Title Co, Inc.

Subordinating party:

COLONIAL BANK

By: Jason Prater

Its: Ass't V.P.

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **LARRY STEPHEN MIKUL**, 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 the instrument, he executed the same voluntarily on the same bears date.

Given under my hand and seal on this 31st day of March, 2003.

Geri Liles

NOTARY PUBLIC

My Commission Expires:

GERRI LILES
STATE AT LARGE
MY COMMISSION EXPIRES
10-01-2006

STATE OF ALABAMA :

COUNTY OF BALDWIN :

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared JASON PRATER, as Ass't V.P. of **COLONIAL BANK**, whose name is signed to the foregoing instrument, and who is known to me, who after by me first being duly sworn on oath did depose and say that being informed of the contents of said instrument, (s)he executed the same voluntarily and with full power and authority to act on behalf of said bank, on the day the same bears date

Given under my hand and seal on this 1st day of April, 2003.

Geri Liles

NOTARY PUBLIC

My Commission Expires:

GERRI LILES
STATE AT LARGE
MY COMMISSION EXPIRES
10-01-2006

THIS INSTRUMENT PREPARED BY:

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