

Mortgage Subordination Agreement

THIS AGREEMENT is made this 8 day of May 2003 by SouthTrust Bank (Subordinating party), whose address is 220 Wildwood Pkwy, Birmingham, AL 35209 and is being given to SouthTrust Mortgage Corporation
Recitals

1. LENDER is making a mortgage loan (the "loan") to:
Donna L. Davis and Patrick J. Davis
("Borrower") in connection with the acquisition or refinancing of certain premises with a property address of 2005 Woodsorrel Dr, Birmingham, AL 35244, which premises are more fully described in Exhibit A attached hereto and incorporated herein by reference ("Property").
2. Borrower is the present owner of the Property or will at the time of the making of the Loan be the owner of the Property, and has executed or is about to execute a Mortgage/Deed of Trust in the sum of \$162,000 dated 10-28-02, in favor of the LENDER.
3. Subordinating party is also making a mortgage loan to the Borrower in the amount of **FIFTY THOUSAND DOLLARS** (\$50,000.00) in connection with the acquisition of the property, or now owns or holds an interest as mortgagee of the Property pursuant to the provisions of that certain Mortgage/Deed of Trust dated 5/10/02, and recorded on 7/8/02, at Mortgage Book _____, Page _____, as Document No. 2002070800031303, in the office of the Recorder, County of Shelby, State of Alabama.
4. LENDER is willing to make such loan to Borrower provided that LENDER obtains a first lien on the Property and Subordinating Party unconditionally subordinates the lien of its Mortgage/Deed of Trust to the lien in favor of LENDER in the manner hereinafter described.

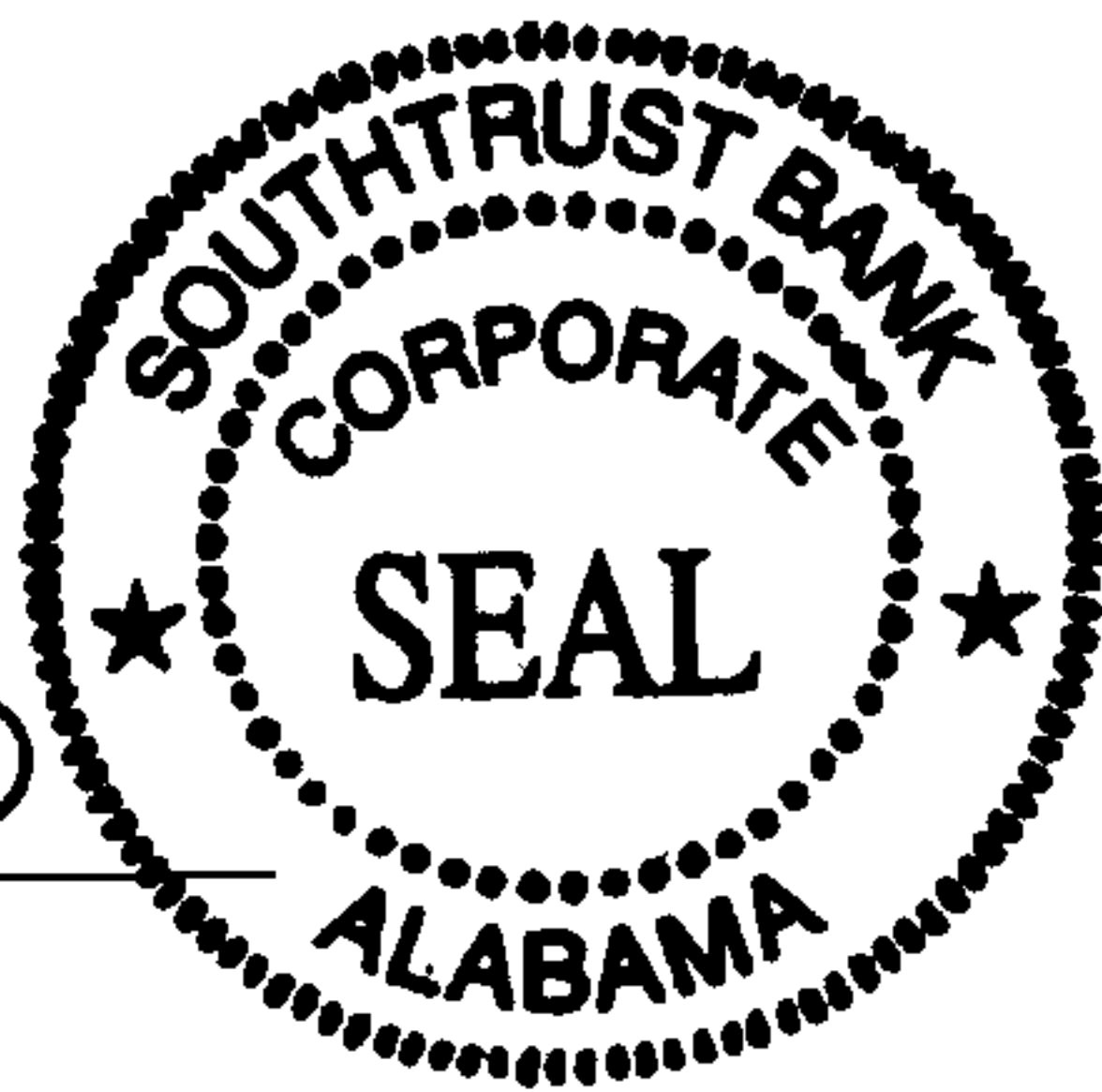
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce LENDER to make a loan to Borrower, Subordinating Party hereby agrees with LENDER that the Mortgage/Deed of Trust securing the Note in favor of LENDER, and any renewals, extensions or modifications of it, will be and shall remain a lien on the Property prior and superior to the lien in favor of Subordinating Party in the same manner as if LENDER'S Mortgage/Deed of Trust has been executed and recorded prior in time to the execution and recordation of the Subordinating Party's Mortgage/Deed of Trust.

SouthTrust Bank

By:

Name/Title:
(seal)

Lori Frost, AUP



Witness:

[Signature]
Alisha [Signature]

State of Alabama

County of Jefferson

The foregoing instrument was acknowledged before me this 8 day of May, 2003 by Lori Frost as Asst. Vice President of SouthTrust Bank and who is personally known to me. He has acknowledged before me this day that, being informed of the contents of the foregoing conveyance, he as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 8 day of May, 2003.

[Signature]
Notary Public of Alabama

My Commission Expires
8-18-03

My commission expires: _____

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