

Subordination Agreement

Customer Name: Garry K. & Carol A. Brantley
Customer Account: 5299070499457572

THIS AGREEMENT is made and entered into on this 19 day of March 2003, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of Chase Manhattan Mortgage Corp, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to Garry K. & Carol A. Brantley (the "Borrower", whether one or more) the sum of \$25,000.00. Such loan is evidenced by a note dated 04-26-02, executed by Borrower in favor of AmSouth, which note is secured by a mortgage, deed of trust, security deed to secure debt, or other security agreement recorded 05/09/2002, in Record Book 2002/220560 at Page NA, amended in Record Book NA at Page NA in the public records of Shelby County, Alabama (the "AmSouth Mortgage"). Borrower has requested that lender lend to it the sum of \$149,400.00, which loan will be evidenced by a promissory note in such amount dated , and executed by Borrower in favor of Lender (the "Note"). The Note will be secured by a mortgage of the same date as the Note (the "Mortgage"). Lender and Borrower have requested that AmSouth execute this instrument.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, AmSouth agrees that the Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien or charge of AmSouth Bank to the extent the Mortgage secures the debt evidenced by the Note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions, and to the extent of advances made under the Note or the Mortgage necessary to preserve the rights or interest of Lender thereunder, but not to the extent of any other future advances.

IN WITNESS WHEREOF, AmSouth has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

AMSOUTH BANK

By: T. R. Hoey
Its Vice President

State of Alabama
Shelby County

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 19 day of March 2003, within my jurisdiction, the within named T. R. Hoey who acknowledged that he/she is of AMSOUTH BANK, a banking corporation, and that for and on behalf of the said AmSouth Bank, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by AmSouth Bank so to do.

Notary Public ~~NOTARY PUBLIC STATE OF ALABAMA AT LARGE~~
~~MY COMMISSION EXPIRES: Aug 27, 2006~~
~~BOONED THRU NOTARY PUBLIC UNDERWRITERS~~
My commission expires:

NOTARY MUST AFFIX SEAL

This Instrument Prepared by:
Bonnie Simpson
P.O. Box 830721
Birmingham, AL 35283

HELEN W HOLCOMB
Notary Public
STATE OF ALABAMA

Form No. 3301 (6/00)
Short Form Commitment, EAGLE
SUPER EAGLE

ORDER NO: 1569727
FILE NO: 1569727
LENDER REF: 12422828

Exhibit "A"

The land referred to in this policy is situated in the **STATE OF ALABAMA, COUNTY OF JEFFERSON, CITY OF BIRMINGHAM**, and described as follows:

LOT 25, ACCORDING TO THE SURVEY OF BROOKHAVEN, SECTOR 2, AS RECORDED IN MAP BOOK 11, PAGE 4, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, MINERAL AND MINING RIGHTS EXCEPTED.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Being all of that certain property conveyed to GARRY KEITH BRANTLEY & CAROL A. BRANTLEY from GARRY KEITH BRANTLEY & CAROL A. BRANTLEY, by deed dated 10/17/97 and recorded 10/30/97 in Deed Book 1997, Page 35432 in the JEFFERSON County Records.



U13819262-04LC02

SUBORDINATION AG
REF# 1569727
US Recordings