

WHEN RECORDED RETURN TO: Colonial Bank
2501 20th Place South
Birmingham, AL 35223

MORTGAGE LIEN SUBORDINATION AGREEMENT

STATE OF ALABAMA
COUNTY OF ~~JEFFERSON~~ *Shelby*

KNOW ALL MEN BY THESE PRESENTS, That Christopher Pounders and Vicki Pounders

WHEREAS, on May 9, 2003 (hereinafter referred to as "Mortgagor") did execute in favor of Colonial Bank, Hereinafter referred to as "Mortgagee") a mortgage which then and does now constitute a Lien as recorded in the Office of the Judge of Probate of Shelby County, Alabama said property is described as follows:

Lot 7, according to the Survey of Harvest Ridge, First Sector, as recorded in Map Book 12, Page 48, in the Probate Office of Shelby County, Alabama.

WHEREAS, the sum of \$100,000.00 DOLLARS is still owed on the debt secured by such mortgage and

WHEREAS, Mortgagor desire to refinance the existing first mortgage on said property through a new term mortgage in favor of Colonial Bank and to secure such loan by mortgage lien on the above described property, and desires that mortgage lien in favor of Mortgagee be subordinated and made junior to a mortgage lien which Mortgagor desires to effect by executing said mortgage with Colonial Bank.

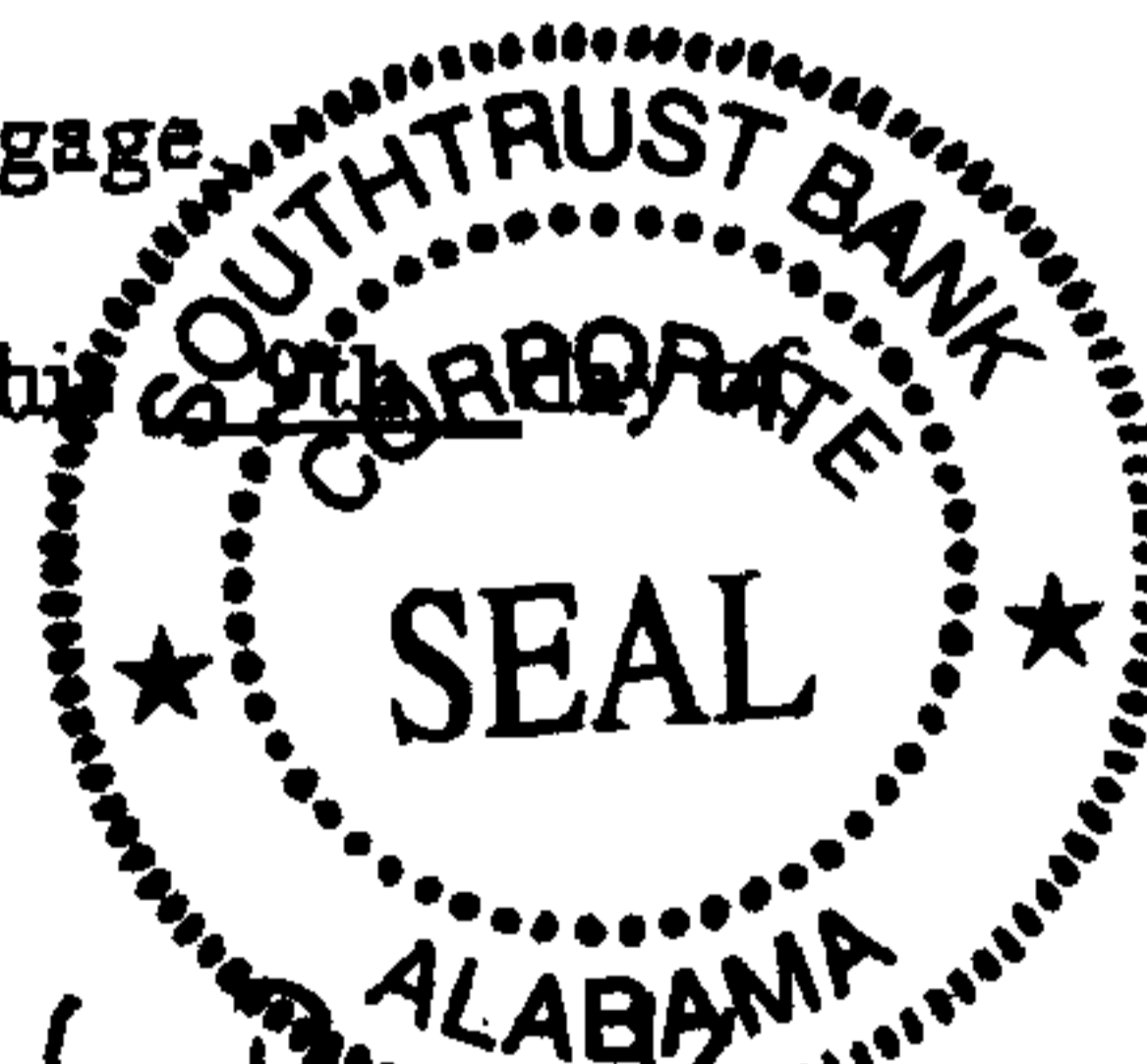
WHEREAS, Mortgagee (in consideration of the fact that their mortgage will be better secured As a second lien on the property) has previously agreed, and are now willing and desirous of executing such document as is necessary to effect the subordination of their mortgage lien so as to allow Mortgagor To execute a mortgage furnishing a valid first lien in favor of and to Colonial Bank.

NOW, THEREFORE, Mortgagee does hereby subordinate his mortgage lien on the above described property, as established by mortgage, with such mortgage now, by virtue of this document, hereby made subordinate and junior to the mortgage executed by Mortgagor to Colonial Bank and which mortgage is being recorded simultaneously with this agreement, to secure an indebtedness of \$70,500.00 DOLLARS

Be it known, however, that the mortgage in favor of Mortgagee shall in all other respects remain in full force and effect and constitute a first valid lien against the above described property as to all other Liens (with the sole exception of the lien created in favor of Colonial Bank).

Mortgagor and Mortgagee warrant that Mortgagee is the owner of the mortgage

IN WITNESS WHEREOF, we have hereunto set our signatures and seals this May, 2003



SouthTrust Bank
Mortgagor Mortgagee

Vicki L. Pounders
Mortgagor

By: Stephen A. Rennie
Its: Asst. Vice Pres

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Christopher Ponders and Vicki Ponders, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of the foregoing instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 7th day of May, 2003.

Stephanie Hale
Notary Public
My Commission Expires: 02-26-05

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Stephen A. Pierce whose name as AUD of Colonial Bank, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 7 day of May, 2003.

Carl J. Burt
Notary Public
My Commission Expires: April 14, 2007