

Subordination Agreement

Customer Name: Richard W. Bass & Karen S. Bass
Customer Account: 5299070499143974

THIS AGREEMENT is made and entered into on this 24 day of July 2003, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of Countrywide Home Loans, Inc., its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to Richard W. Bass & Karen S. Bass (the "Borrower", whether one or more) the sum of \$11,000.00. Such loan is evidenced by a note dated 06-04-96, 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 07/01/1996, in Record Book Inst # 1996-21137 at Page n/a, amended in Record Book n/a at Page n/a in the public records of Shelby County, Alabama (the "AmSouth Mortgage"). Borrower has requested that lender lend to it the sum of \$76,650.00, 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: [Signature]
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 24 day of July 2003, within my jurisdiction, the within named TR Hall who acknowledged that he/she is VP 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.

Lynn M. Mountain
Notary Public
My commission expires: 1-2-07
LYNN M. MOUNTAIN
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 1-2-07

NOTARY MUST AFFIX SEAL

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