2-245

20030826000567690 Pg 1/1 11.00
Shelby Cnty Judge of Probate,AL
08/26/2003 13:19:00 FILED/CERTIFIED

SUBORDINATION AGREEMENT

Customer Name: William A.B. Dowell a/k/a Vision Financial Group, Inc.

THIS AGREEMENT is made and entered into on this 15th day of August, 2003, by **Colonial Bank** (hereinafter referred to as "**Colonial**") in favor of **Castle Mortgage**, its successor and assigns (hereinafter referred to as "Lender").

RECITALS

Colonial loaned to **William A. B. Dowell a/k/a Vision Financial Group, Inc.** (the "Borrower," whether one or more) the sum of **$ 20,000.00.** Such loan is evidenced by a note dated **September 25, 2002**, executed by Borrower in favor of **Colonial**, which note is secured by a mortgage, deed of trust, security deed to secure debt, or other security agreement recorded **October 11, 2002**, in Instrument **20021011000499380 in the Probate Office of Shelby County** (the "**Colonial** Mortgage"). Borrower has requested that lender lend to it the sum of **$230,000.00**, 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 **Colonial** execute this instrument.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, **Colonial** agrees that the mortgage maturity date of the secondary financing is at least 12 months prior to the balloon maturity date and 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 **Colonial**, to the extent the Mortgage secures the debt evidenced by the Note and any and all 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, **Colonial** has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

Colonial Bank

By: Jani K Furman

Its Sr Vice Pres.

STATE OF ALABAMA)

Jefferson COUNTY)

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, on this the 15th day of August, 2003, within my jurisdiction, the within named Jani Furman who acknowledged that he/she is Sr. Vice President of Colonial Bank, a banking corporation, and that for and on behalf of the said ______________, and as its act and deed, he/she executed the above and foregoing instrument, after first being duly authorized by Colonial Bank to do so.

Janis B Humphrey

Notary Public

My Commission expires: ____________

NOTARY MUST AFFIX SEAL

MY COMMISSION EXPIRES FEBRUARY 14, 2005