

Subordination Agreement

Customer Name: Robert Sutton & Sallie Sutton
Customer Account: 5299070499352526

THIS AGREEMENT is made and entered into on this **26th** day of **August 2003**, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of **ABN AMRO Mortgage Group**, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to **Robert Sutton & Sallie Sutton** (the "Borrower", whether one or more) the sum of **\$50,000.00**. Such loan is evidenced by a note dated **03-18-99**, 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 **03/31/1999**, in Record Book Inst # **1999-13430** 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 **\$180,000.00**, 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 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.

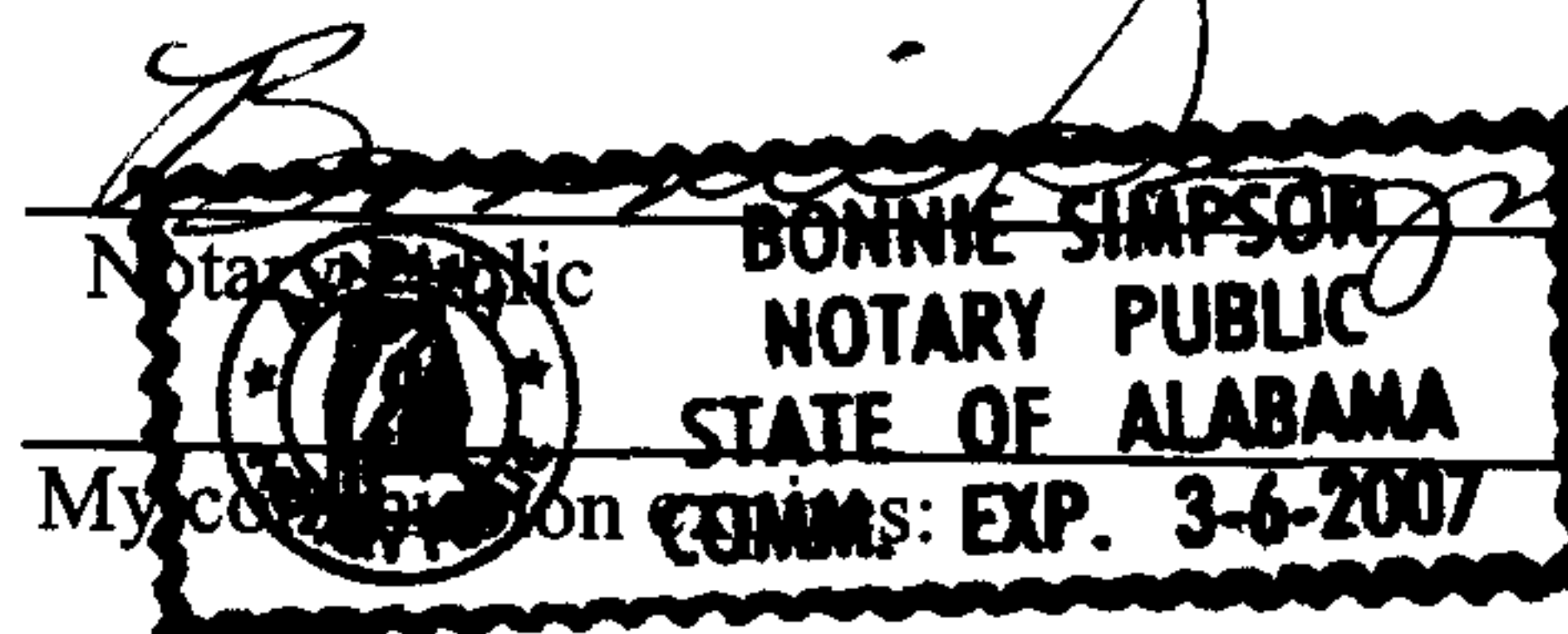
IN WITNESS WHEREOF, AmSouth has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

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 **26th** day of **August 2003**, within my jurisdiction, the within named *[Signature]* who acknowledged that he/she is *[Signature]* 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 MUST AFFIX SEAL

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

LEGAL ADDENDUM

THE FOLLOWING DESCRIBED PROPERTY IN THE CITY OF MONTEBALLO, COUNTY OF SHELBY, STATE OF ALABAMA, TO WIT:

A TRACT OF LAND SITUATED IN THE SW 1/4 OF NE 1/4 OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 2 WEST, MORE EXACTLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER AND PROCEED NORTH 5 DEGREES 32 MINUTES EAST ALONG THE EAST BOUNDARY OF SAID QUARTER-QUARTER SECTION 716.39 FEET; THENCE SOUTH 86 DEG. 04 MINUTES WEST A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 86 DEGREES 04 MINUTES WEST A DISTANCE OF 401.93 FEET TO THE MIDPOINT OF A CURVE ON THE SOUTH BOUNDARY OF COUNTY ROAD; SAID CURVE HAVING A CENTRAL ANGLE OF 23 DEGREES 34 MINUTES A RADIUS OF 925.35 FEET AND A TANGENT DISTANCE OF 193.04 FEET; THENCE CONTINUE IN A NORTHEASTERLY DIRECTION ALONG AN ARC OF SAID CURVE 190.05 FEET; THENCE CONTINUE IN A NORTHEASTERLY DIRECTION ALONG AN ARC OF SAID CURVE 190.05 FEET TO THE POINT OF TANGENT; THENCE NORTH 77 DEGREES 31 MINUTES EAST ALONG THE SOUTH BOUNDARY OF SAID ROAD 427.65 FEET; THENCE SOUTH 12 DEGREES 31 MINUTES EAST A DISTANCE OF 321.60 FEET TO THE POINT OF BEGINNING. ALL CORNERS ARE MARKED BY IRONS.

BY FEE SIMPLE DEED FROM W.M. JACKSON AND WIFE, FRANCES L. JACKSON AS SET FORTH IN DEED INSTRUMENT NO. 1996-21334 AND RECORDED 7/2/1996, SHELBY COUNTY RECORDS.