

SUBORDINATION AGREEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

This Subordination Agreement, made and entered into on this 14 day of Aug, 2003, by and between SouthTrust Bank, as party of the First Part, Wells Fargo Home Mortgage, Inc. as Party of the Second Part.

WITNESSETH:

THAT, WHEREAS, Henry F. Brown and Judy Brown, husband and wife, has an outstanding lien in favor of SouthTrust Bank dated 4/18/03 and recorded in Mortgage Volume 20030527000325980 in the Probate Office of Shelby County, Alabama, on certain real estate described therein to secure an indebtedness of \$125,000.00, and said lien is in full force and effect; and

WHEREAS, Henry F. Brown and Judy Brown has made application to the Party of the Second Part for a loan in the sum of \$213,750.00, and said Party of the Second Part is willing to make said loan to the Henry F. Brown and Judy Brown provided they furnish it with a mortgage on the lands described in the aforesaid lien, and the said Party of the First Part subordinate the above-described lien and make the same second and subservient to the mortgage of Wells Fargo Home Mortgage and

WHEREAS, the said Party of the First Part is willing to subordinate its said lien and make the lien second and subservient to the mortgage of the said Party of the Second Part as an inducement to it to make said loan.

NOW THEREFORE, in consideration of the premises and the further consideration of the sum of One Dollar and 00/100 (\$1.00), in hand paid, the Party of the First Part by the Party of the Second Part, the receipt of which is hereby acknowledged, the said Party of the First Part does hereby agree that the lien of Henry F. Brown and Judy Brown, husband and wife, filed 5/27/03 in Mortgage Volume 20030527000325980 in the Office of the Judge of Probate Shelby County, Alabama, to secure the said lien shall be subordinate to the mortgage Wells Fargo Home Mortgage.

IT IS FURTHER agreed that should Henry F. Brown and Judy Brown, husband and wife default in the payments under the terms of the real estate mortgage to Party of the Second Part, the said Lender agrees to notify Party of the First Part of said default prior to taking legal action.

IN WITNESS WHEREOF, the said Party of the First Part has caused its name to be hereunto signed on this the 14 day of August, 2003.

SOUTHTRUST BANK

BY: Stephen A. Pierce
ITS: Asst. Vice President



STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Stephen A. Pierce, whose name as Asst. Vice President, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he/she, as such officer and with full authority of SOUTHTRUST BANK, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal on this the 14 day of August, 2003.

Linda F. Myers
NOTARY PUBLIC

MY COMMISSION EXPIRES:
MY COMMISSION EXPIRES MAY 30, 2005

THIS INSTRUMENT PREPARED BY:
RELI, INC.
472 NORTH DEAN ROAD, SUITE 102
AUBURN, AL 36830

