

SUBORDINATION AGREEMENT

State of Alabama
 County of Jefferson

This Agreement is made and entered into on this 13th day of June
 , 20 03 by Colonial Bank (hereinafter referred to as the
 "Mortgagee") in favor of Colonial Bank , its successors and assigns (hereinafter
 referred to as " CB ").

WITNESSETH:

WHEREAS, Mortgagee did loan to Arthur L. Martin, Jr. and Diane S. Martin
 ("Borrower") the sum of \$ 22,500.00 , executed by Borrower in favor of
 Mortgagee, and secured by a mortgage of even date therewith (the "Mortgage") covering the
 property described therein and recorded in Instrument # 20030623000392090 , of the real
 property records in the Office of the Judge of Probate of Shelby County, Alabama;
 and

WHEREAS, Borrower has requested that Colonial Bank lend to it the sum
 of ~~One Hundred Seventy-Nine Thousand~~ DOLLARS (\$ 179,900.00) (the "Loan"),
~~Nine Hundred & no/100~~
 such loan to be evidenced by a promissory note dated June 13, 2003 executed by
 Borrower in favor of Colonial Bank and secured by a mortgage of even date
 therewith (the "New Mortgage") covering in whole or in part the property covered by the
 Mortgage; and

WHEREAS, CB has agreed to make the Loan to the Borrower
 if, but only if, the New Mortgage shall be and remain a lien or charge upon the property
 covered thereby proper and superior to the lien or charge of the Mortgage and provided that the
 Mortgagee will specifically and unconditionally subordinate the lien or charge of the Mortgage
 to the lien or charge of the New Mortgage of CB

NOW, THEREFORE, in consideration of one dollar and in consideration of the premises
 and for other good and valuable consideration, the receipt and sufficiency of all of which is
 hereby acknowledged, and in order to induce CB to make the Loan above
 referred to, Mortgagee agrees as follows:

1. The New Mortgage and the note secured thereby and the debt evidenced by such 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 shall be and remain at all
 times a lien or charge on the property covered by the New Mortgage, prior and superior to the
 lien or charge of the Mortgage in favor of Mortgagee.

2. Mortgagee acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Mortgage in favor of the lien or charge of the New Mortgage in favor of CB, and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination specific loans and advances are being and will be made, and as part and parcel thereof specific monetary and other obligations are being and will be entered into by CB which would not be made or entered into but for such reliance upon this waiver, relinquishment and subordination.

3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the New Mortgage, and the property thereof, and there are no agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.

4. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

MORTGAGEE
Colonial Bank

20030929000651330 Pg 2/2 14.00
Shelby Cnty Judge of Probate, AL
09/29/2003 09:17:00 FILED/CERTIFIED

By:
Its



State of Alabama
County of Jefferson

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that _____, whose name as _____ 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 said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Colonial Bank.

Given under my hand and official seal this the 14th day of August, 20 03


Notary Public

My commission expires:

This instrument prepared by: William H. Halbrooks, #1 Independence Plaza, Suite 704, Birmingham, Alabama 35209