

Subordination Agreement

Customer Name: Gregg Cary
Customer Account: 5299070499563775

THIS AGREEMENT is made and entered into on this 1st day of August 2003, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of GMAC, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to Gregg Cary (the "Borrower", whether one or more) the sum of \$60,000.00. Such loan is evidenced by a note dated 05-08-01, 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 05/16/2001, in Record Book 2001 at Page 19830, 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 \$272,000.00, 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: TR Hall
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 1st day of August 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
LYNN M. MOUNTAIN
NOTARY PUBLIC
STATE OF ALABAMA
My commission expires: COMM. EXP. 1-2-07

NOTARY MUST AFFIX SEAL

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



When recorded mail to:
Home Connects
100 Lakeside Drive, Horsham, PA 19044

EXHIBIT A

**ALL THAT PARCEL OF LAND IN CITY OF CHELSEA, SHELBY COUNTY, STATE OF ALABAMA,
AS MORE FULLY DESCRIBED IN DEED BOOK 2000, PAGE 45348, ID# 151020001001003, BEING
KNOWN AND DESIGNATED AS METES AND BOUNDS PROPERTY .**

PLEASE REFER TO COPY OF DEED FOR METES AND BOUNDS LEGAL DESCRIPTION

**BY FEE SIMPLE DEED FROM GREGG P. CARY AND JO ANN CARY AS SET FORTH IN BOOK
2000 PAGE 45348 DATED 12/15/2000 AND RECORDED 12/29/2000, SHELBY COUNTY RECORDS,
STATE OF ALABAMA.**