

SECURITY INTEREST SUBORDINATION AGREEMENT

20031210000798820 Pg 1/1 11.00
Shelby Cnty Judge of Probate, AL
12/10/2003 12:09:00 FILED/CERTIFIED

TO: HOMECOMINGS FINANCIAL NETWORK, INC.

(lender name)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce you ("Lender") from time to time at your discretion to make loans to or enter into credit agreements with FRANK RENTZ AND WIFE, SALLE RENTZ ("Debtor").

HOME EQUITY LINE OF CREDIT MORTGAGE IN THE AMOUNT OF \$30,000.00 DATED DECEMBER 8TH TO BE RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA.

together, in each case, with all proceeds thereof, is, shall be and shall remain fully subordinate for all purposes to any security interest now held or at any time hereafter granted to or acquired by Lender in any portion or all of the Property the security interest of Lender under the agreement that is attached hereto as Exhibit A. MORTGAGE TO HOMECOMINGS MORTGAGE DATED DECEMBER 12TH 2003 IN THE MAXIMUM AMOUNT OF \$ 165,000.00

INST# 20031210000798810

The undersigned further agrees that:

- 1. The undersigned will not exercise any collection rights with respect to the Property, will not take possession of sell or dispose of, or otherwise deal with, the Property, and will not exercise or enforce any right or remedy which may be available to the undersigned with respect to the Property upon default, without prior written consent by Lender.
2. Lender may exercise collection rights, may take possession of, sell or dispose of, and otherwise deal with, the Property, and may exercise and enforce any right or remedy available to Lender with respect to the Property, whether available prior to or after the occurrence of any default, all without notice to or consent by anyone.
3. Neither the undersigned nor Lender (i) makes any representation or warranty concerning the Property or the validity, perfection or (except as to the subordination accomplished hereby) priority of any security interest therein, or (ii) shall have any duty to preserve, protect, care for, insure, take possession of, collect, dispose of or otherwise realize upon any of the Property.
4. The undersigned warrants that any purchaser of transferee of, or successor to, any security interest of the undersigned in any or all of the Property will be given detailed written notice of the subordination accomplished hereby, prior to the time of purchase, transfer or succession.
5. The undersigned waives any priority available to the undersigned by law with respect to any security interest in the Property, but the priority or parity of the rights and claims of the undersigned and Lender as general creditors of Debtor (rather than as secured parties) shall not be affected or impaired by this Agreement.

Dated: 12/8/03

UNION STATE BANK

3437 LORNA ROAD

HOOVER, AL 35216

[Signature]
JOHN PLATT (LOAN OFFICER)

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ACKNOWLEDGEMENT:

STATE OF _____, COUNTY OF _____ } ss.

I, a notary public, hereby certify that... whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledge before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this... day of...

My commission expires: (seal)

(Notary Public)

(Business) STATE OF Alabama, COUNTY OF Jefferson } ss.

Or Entity I, a notary public, in and for said County in said State, hereby certify that... JOHN PLATT

Acknowledgement) ... whose name(s) as of the LOAN OFFICER UNION STATE BANK (Titles) (Name of Business or Entity)

a... is/are signed to the foregoing conveyance, and who is/are known to me, acknowledge before me on this day that, being informed of the contents of the conveyance, he/she/they, in his/her/their capacity, executed the same voluntarily on the day the same bears date. Given under my hand this the 8th day of DECEMBER 2003

My commission expires: (seal)

[Signature]
(Notary Public)

COMMISION EXPIRES 12/31/03