

SUBORDINATION AGREEMENT

Customer Name: **Nell R. Brackett**
Customer Account: **9500388229**

THIS AGREEMENT is made and entered into on this 18th day of June, 2003, by SouthTrust Bank (hereinafter referred to as "SouthTrust") in favor of SouthTrust Mortgage Corporation, its successor and assigns (hereinafter referred to as "Lender").

RECITALS

SouthTrust loaned to Nell R. Brackett (the "Borrower," whether one or more) the sum of \$29,499.00. Such loan is evidenced by a note dated March 30, 2001, executed by Borrower in favor of SouthTrust, which note is secured by a mortgage, deed of trust, security deed to secure debt, or other security agreement recorded April 6, 2001, in Instrument 2001-13045 and Subordination Agreement recorded in Instrument 20020919000451190 in the public records of Shelby County, Alabama (the "SouthTrust Mortgage"). Borrower has requested that lender lend to it the sum of \$193,600.00, 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 SouthTrust execute this instrument.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, SouthTrust 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 SouthTrust, to the extent the Mortgage secures the debt evidenced by the Note and any and all 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, SouthTrust Bank has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

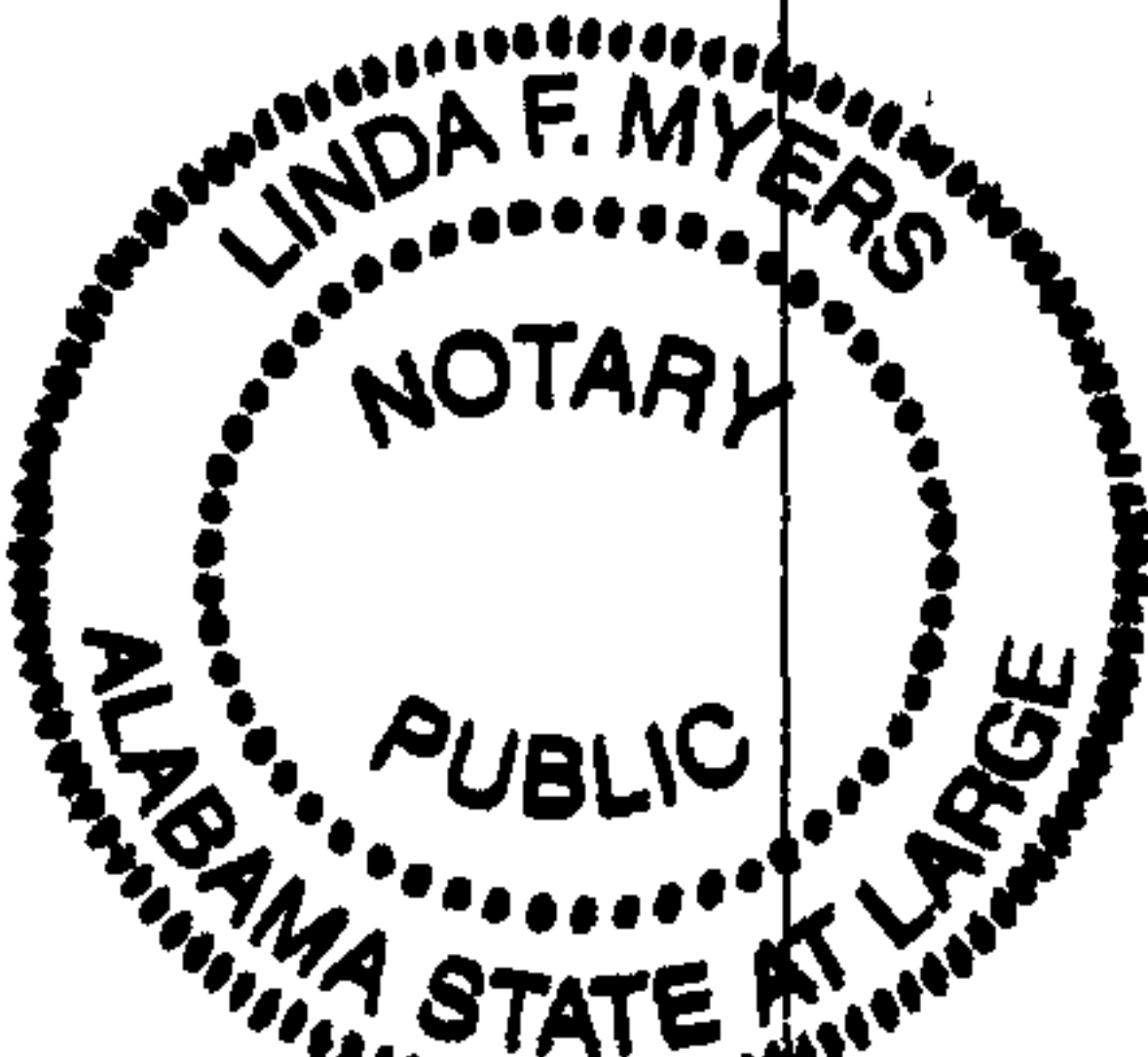
SOUTHTRUST BANK

By Stephen A. Pierce
Its Asst. Vice President



STATE OF ALABAMA)
Jefferson COUNTY)

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, on this the 18th day of June, 2003, within my jurisdiction, the within named Stephen A. Pierce who acknowledged that he/she is Asst. Vice President of South Trust Bank, a banking corporation, and that for and on behalf of the said Corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first being duly authorized by _____ to do so.



NOTARY MUST AFFIX SEAL

Linda F. Myers
Notary Public

My Commission expires MY COMMISSION EXPIRES MAY 30, 2005

C. Davis