

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this 28th day of January, 2004,
by SouthTrust Mortgage Corporation (hereinafter referred to as "SouthTrust") in favor of HSBC
Mortgage Corporation (USA), its successors and assigns as their interest may appear (hereinafter
referred to as "Lender").

Recitals

SouthTrust Mortgage Corporation loaned to Norah G. Burt (the "Borrower", whether one or
more) the sum of \$15,000.00. Such loan is evidenced by a note dated August 30, 2002, executed by
Borrower in favor of SouthTrust, which note is secured by a mortgage, deed of trust, security deed,
deed to secure debt, or other security agreement recorded September 25, 2002, in Instrument
Number 20020925000462000 in the Probate Records of Shelby County, Alabama. Borrower has
requested that Lender lend to the sum of \$182,000.00, which loan will be evidenced by a promissory
note in such amount dated the 14th day of November, 2003, 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 of all 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 the SouthTrust 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 extent of any other future advances.

IN WITNESS WHEREOF, SouthTrust has caused this instrument to be executed by its duly
authorized officer on the day and date first set forth above.

SOUTHTRUST MORTGAGE CORPORATION

By:

Stephen A. Pierce
Its: Asst. Vice President

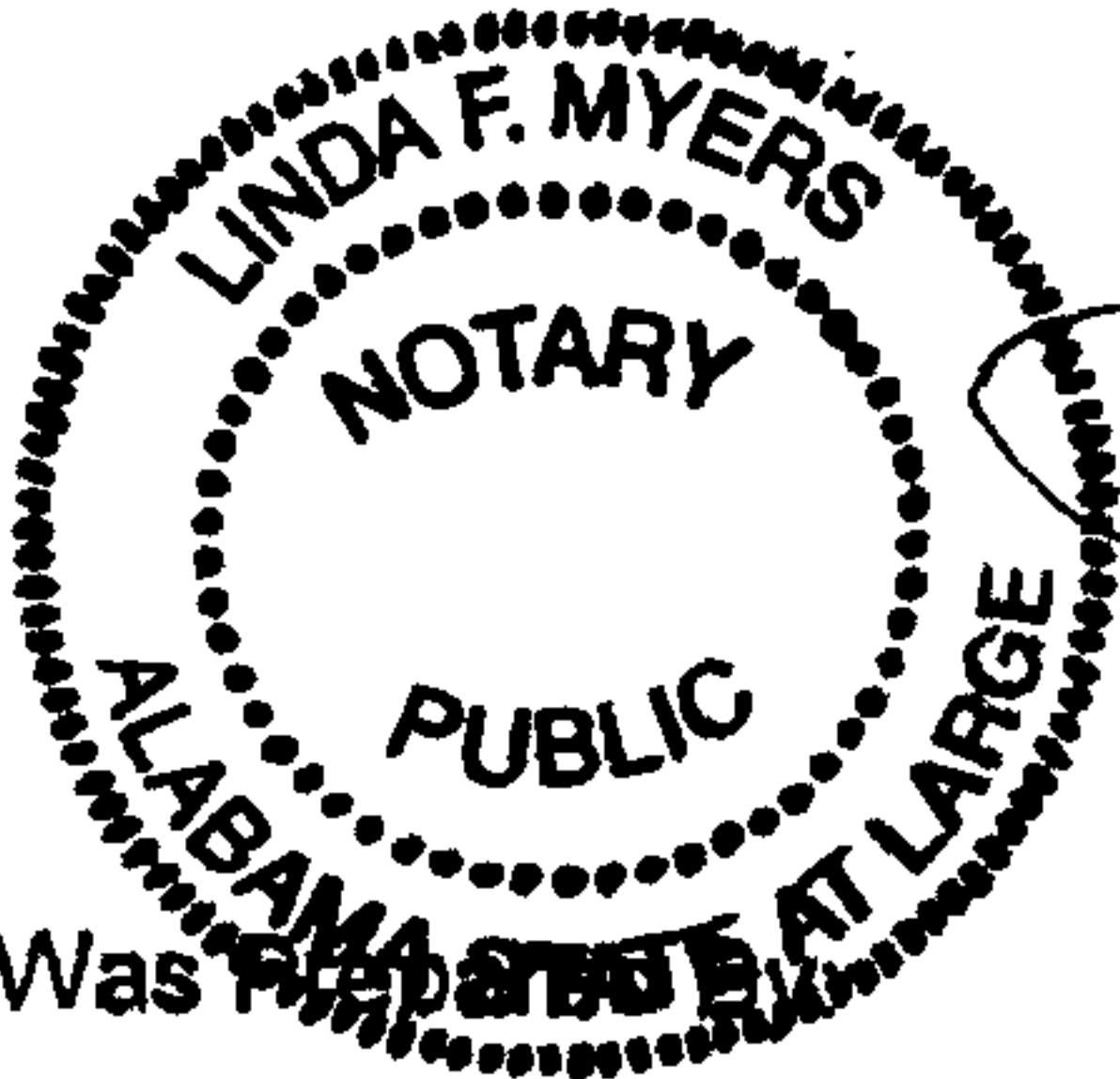


STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said count in said state, hereby certify
that Stephen A. Pierce whose name as
Asst. Vice President of SouthTrust Mortgage Corporation, a corporation, 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 corporation.

Given under my hand and official seal this 28 day of January, 2004.



Linda F. Myers
Notary Public

My Commission Expires: MY COMMISSION EXPIRES MAY 30, 2005

This Instrument Was Prepared By

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