



SUBORDINATION AGREEMENT

This Agreement made this date by and between BARRY BRIDGFORTH (herein called First Party), and SOUTHSTAR FUNDING ISOA (herein called "Second Party").

Whereas, First Party is the owner and holder of that certain mortgage recorded in Instrument 2002/10912 and modified in Instrument 20030709000434010, in the Probate Office of Shelby County, Alabama, which mortgage encumbers the property described as follows:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

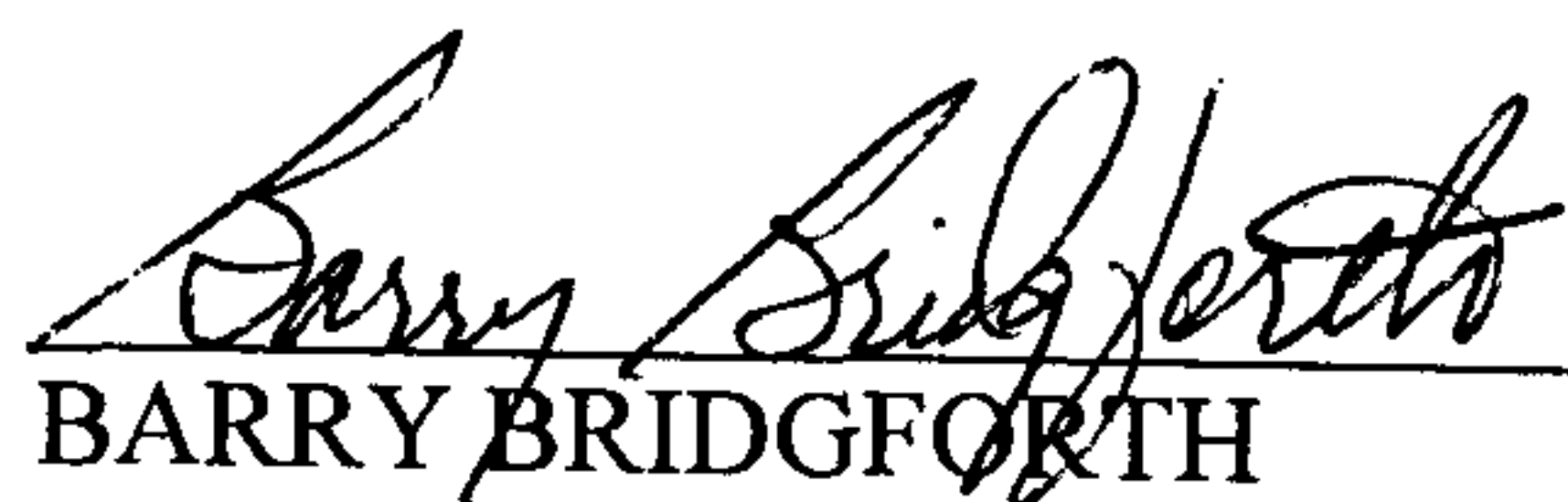
Whereas, Second Party, on January 16, 2004, will make a mortgage to Sadie Hall, in the amount of \$120,000.00 secured by a mortgage on the above-described property; and

Whereas, the Second Party will not make the said loan unless the First Party subordinates its mortgage to the Second Party.

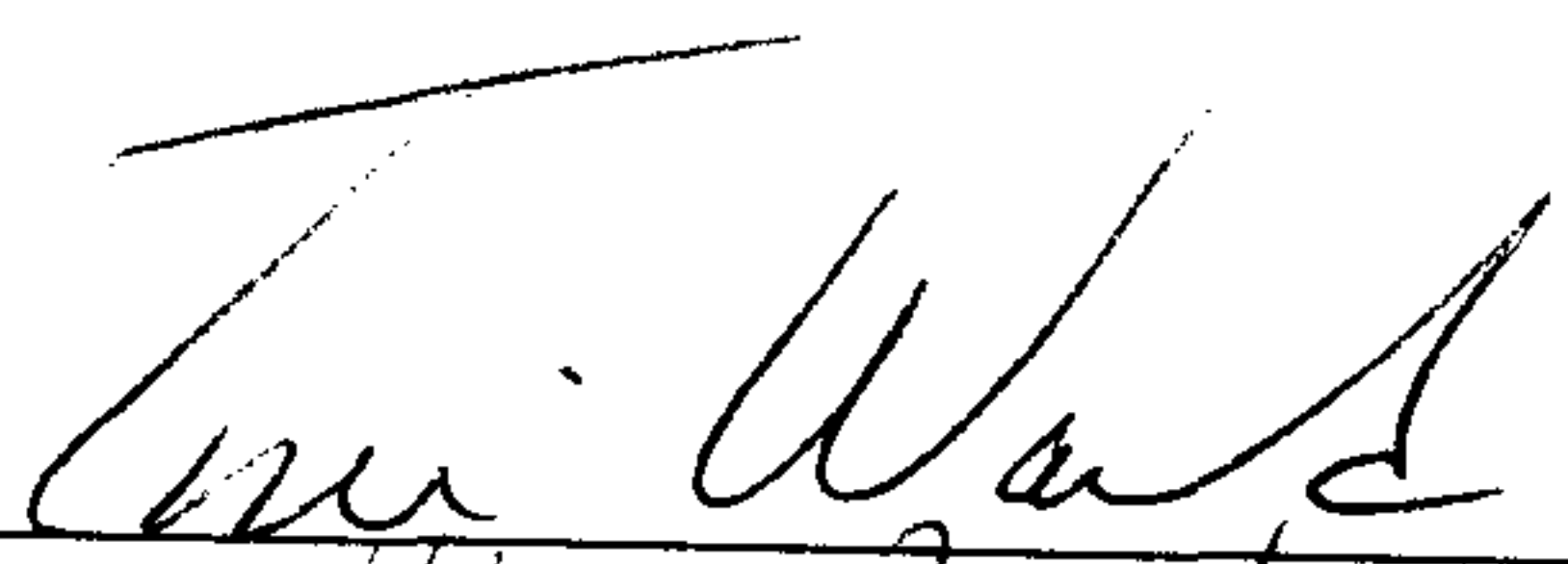
Now, therefore, in consideration of One Dollar and other good and valuable consideration, the Parties hereto agree as follows:

The First Party, BARRY BRIDGFORTH, consents and agrees that the lien of its mortgage recorded in Instrument 2002/10912 and modified in Instrument 20030709000434010, in the Probate Office of Shelby County, Alabama, shall continue to be subject and subordinate in lien to the lien of the mortgage being made to the Second Party, SOUTHSTAR FUNDING ISOA which will be recorded in the Probate Office of Shelby County, Alabama.

Dated this 30 day of Jan, 2004.


BARRY BRIDGFORTH

SOUTHSTAR FUNDING ISOA

By 
Its Vice President

Kelly Knight

STATE OF Mississippi
COUNTY OF DeSoto

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Barry Bridgforth, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, he executed the same voluntarily.

Given under my hand and official seal this 13th day of January, 2004.

Christy Begel

Notary Public

Commission Expires:

MISSISSIPPI STATE NOTARY PUBLIC
MY COMMISSION EXPIRES DATE 10, 2005
BONDED JAN 13, 2004 - \$10,000 SERVICE

STATE OF Georgia
COUNTY OF DeKalb

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Toni Ward, whose name as V. President of SOUTHSTAR FUNDING IOSA, a corporation, is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, 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 30th day of January, 2004.

Toni Ward

Notary Public

Commission Expires:

04-02-04

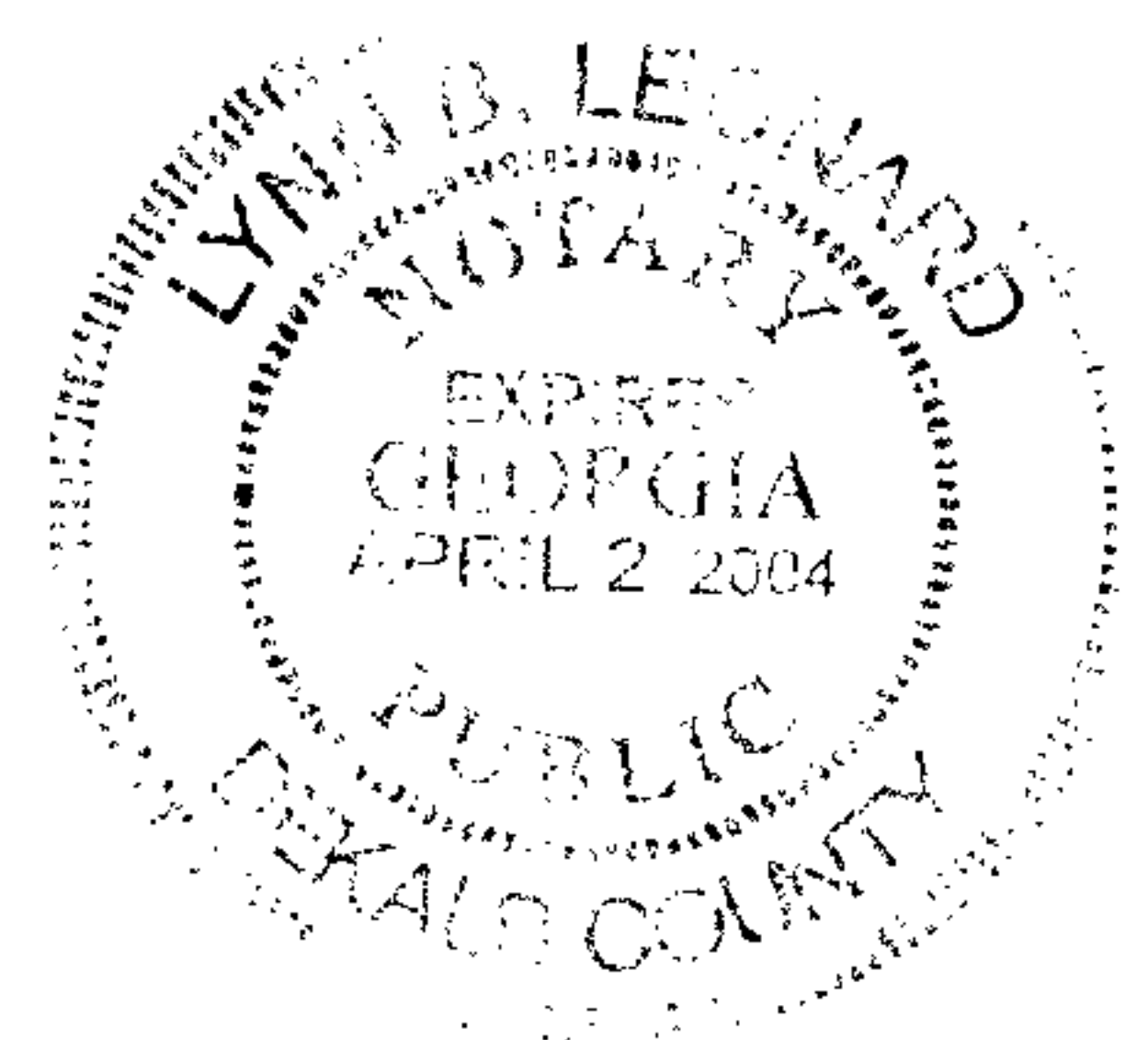


EXHIBIT "A"

Commence at the NE corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 9, Township 21 South, Range 3 West, Shelby County, Alabama, and run South $00^{\circ}00'$ West for 364.25 feet; thence right $90^{\circ}10'30''$ and run Westerly for 2497.93 feet; thence right $86^{\circ}20'49''$ and run Northerly for 60.12 feet to a point of intersection with the Northerly right of way line of Burnt Pine Drive, said point being the SE corner of Lot 1, Abernathy's Addition to Eagle Wood Estates, as recorded in Map Book 11, page 61 in the Probate Office of Shelby County, Alabama; thence left $86^{\circ}20'49''$ and run Westerly along the Northerly right of way line of said Burnt Pine Drive for 481.39 feet to the point of beginning; thence continue along last described course for a distance of 577.40 feet to the SE corner of Lot 5 of said Abernathy's Addition to Eagle Wood Estates; thence left $90^{\circ}00'$ and run Northerly along the East line of Lot 5 for 905.48 feet, more or less, to the NE corner of Property described in Inst. No. 1997-33807 in the Probate Office of Shelby County, Alabama; thence right $90^{\circ}02'38''$ and run Easterly for 1001.04 feet; thence right $86^{\circ}18'11''$ and run Southerly 606.89 feet to the NE corner of Lot 1 of said Abernathy's Addition to Eagle Wood Estates; thence right $93^{\circ}39'11''$ and run Westerly for 481.39 feet; thence left $93^{\circ}39'11''$ and run Southerly for 300.00 feet to the point of beginning.

ALSO, an easement for ingress and egress, described as follows:

Commence at the NE corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 9, Township 21 South, Range 3 West, Shelby County, Alabama, and run South along the East line of said $\frac{1}{4}$ $\frac{1}{4}$ line for 364.25 feet; thence right $90^{\circ}10'30''$ and run Westerly for 2497.63 feet; thence right $86^{\circ}20'30''$ and run Northerly for 60.12 feet to the Northerly right of way line of Burnt Pine Drive; thence left $86^{\circ}20'49''$ and run Westerly along the North line of said Burnt Pine Drive for 1058.82 feet; thence right $90^{\circ}00'$ and run Northerly for 563.95 feet to the point of beginning of an easement for ingress and egress, said easement being 20.0 feet wide, 10 feet each side of a line described as follows:

From last described point, turn left $49^{\circ}55'08''$ and run Northwesterly for 80.05 feet; thence left $47^{\circ}20'$ and run Westerly for 66.5 feet; thence right $3^{\circ}44'$ and run Westerly for 102.5 feet; thence right $3^{\circ}55'$ and run Westerly for 314.0 feet, more or less, to the Easterly right of way line of Shelby County Highway No. 17. Situated in Shelby County, Alabama.