

SUBORDINATION AGREEMENT

State of Alabama
County of Jefferson

This Agreement is made and entered into on this day of **February**,
2004 by **Compass Bank**,
(hereinafter referred to as the "Mortgagee") in favor of **Hamilton Mortgage**
Corporation, its successors and assigns (hereinafter
referred to as (" **HMC** ").

WITNESSETH:

Whereas, the Mortgagee did loan to **Melissa Allred and Lesa Denham**
("Borrower") the sum of **\$40,000.00** executed by Borrower in favor of Mortgagee, and
secured by a mortgage of even date therewith (the "Mortgage") covering the property
described therein and recorded in **Inst. No. 2002-49705** of the real property records in the
Office of the Judge of Probate of **Shelby**
County, Alabama; and

Whereas, Borrower has requested that **HMC**
lend to it the sum of **One Hundred Fifty-Five Thousand and no/100--Dollars**
(\$155,000.00) (the "Loan"), such loan to be evidenced by a promissory note dated
February 27, 2004 executed by Borrower in favor of **HMC**
and secured by a mortgage of even date therewith (the "New Mortgage") covering in
whole or in part the property covered by the Mortgage; and

Whereas, **HMC** has agreed to make
the Loan to the Borrower if, but only if, the New Mortgage shall be and remain a lien or
charge upon the property covered thereby proper and superior to the lien or charge of the
Mortgage and provided that the Mortgagee shall specifically and unconditionally
subordinate the lien or charge of the Mortgage to the lien or charge of the New Mortgage
of **HMC**

Now, Therefore, in consideration of one dollar and in consideration of the
premises and for other good and valuable consideration, the receipt and sufficiency of all
of which is hereby acknowledged, and in order to induce **HMC**
to make the Loan referred to, Mortgagee agrees as follows:

1. The New Mortgage and the note secured thereby and the debt evidenced by
such 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 shall be and remain at all times a lien or charge on



Hal Brooks

the property covered by the New Mortgage, prior and superior to the lien or charge of the Mortgage in favor of Mortgagee.

2. Mortgagee acknowledges that it intentionally waives, relinquishes and subordinates the priority and superiority of the lien or charge of the Mortgage in favor of the lien or charge of the New Mortgage in favor of **HMC** and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination specific loans and advances are being and will be made, and as part and parcel thereof specific monetary and other obligations are being and will be entered into by **HMC** which would not be made or entered into but for such reliance upon this waiver, relinquishment and subordination.
3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the New Mortgage, and the property thereof, and there are no agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.
4. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

MORTGAGEE
Compass Bank

By: _____

State of Alabama
County of Jefferson

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that JS Byrd, whose name as Vice President of **Compass Bank** 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 **Compass Bank**

Give under my hand and official seal this the 26th day of **February**, **2004**.

My commission expires:

Brandon Jean Hebert
Notary Public

MY COMMISSION EXPIRES JUNE 1, 2005