

SUBORDINATION AGREEMENT

STATE OF ALABAMA
COUNTY OF JEFFERSON

This Subordination Agreement, made and entered into on this the 17TH day of FEBRUARY, 2004 by and between: SOUTHTRUST BANK as party of the First Part and ABN AMRO MORTGAGE GROUP, INC. party of the Second Part.

WITNESSETH:

That, Whereas, ROBERT E. ROWELL AND DORIS L. ROWELL has an outstanding lien in favor of: SOUTHTRUST BANK dated the 28TH DAY OF JULY, 2003, and recorded in the Probate Office of SHELBY County, Alabama, in Instrument # 20030828000571700, on certain real estate described therein to secure an indebtedness of \$50,000.00, and said lien is in full force and effect; and,

Whereas, ROBERT E. ROWELL AND DORIS L. ROWELL has made an application to the Party of the Second Part for a loan in the amount of ONE HUNDRED NINETY FOUR THOUSAND FIVE HUNDRED \$194,500.00 and said Party of the Second Part is willing to make said loan to the said ROBERT E. ROWELL AND DORIS L. ROWELL provided they furnish it with a mortgage on the lands described in the aforesaid lien, and the said Party of the First Part subordinate the above-described lien and make the same second and subservient to the mortgage of ABN AMRO MORTGAGE GROUP, INC., and

Whereas, the said Party of the First Part is willing to subordinate its said lien and make the lien second and subservient to the mortgage of the said Party of the Second Part as an inducement to it to make said loan.

Now, Therefore, in consideration of the premises and the further consideration of the sum of \$1.00, cash, in hand paid, the Party of the First Part by the Party of the Second Part, the receipt of which is hereby acknowledged, the said Party of the First Part does hereby agree that the lien of SOUTHTRUST BANK, dated JULY 28, 2003, and recorded in Probate Office of SHELBY County, Alabama, in Instrument #20030828000571700 shall be subordinate to the mortgage of ABN AMRO MORTGAGE GROUP, INC.

IT IS FURTHER agreed that should ROBERT E. ROWELL AND DORIS L. ROWELL default in the payments under the terms of the real estate mortgage to Party of the Second Part, the said Lender agrees to notify Party of the First Part of said default prior to taking legal action.

IN WITNESS WHEREOF, the said Party of the First Part has caused its name to be hereunto signed on this the 17TH day of FEBRUARY, 2004

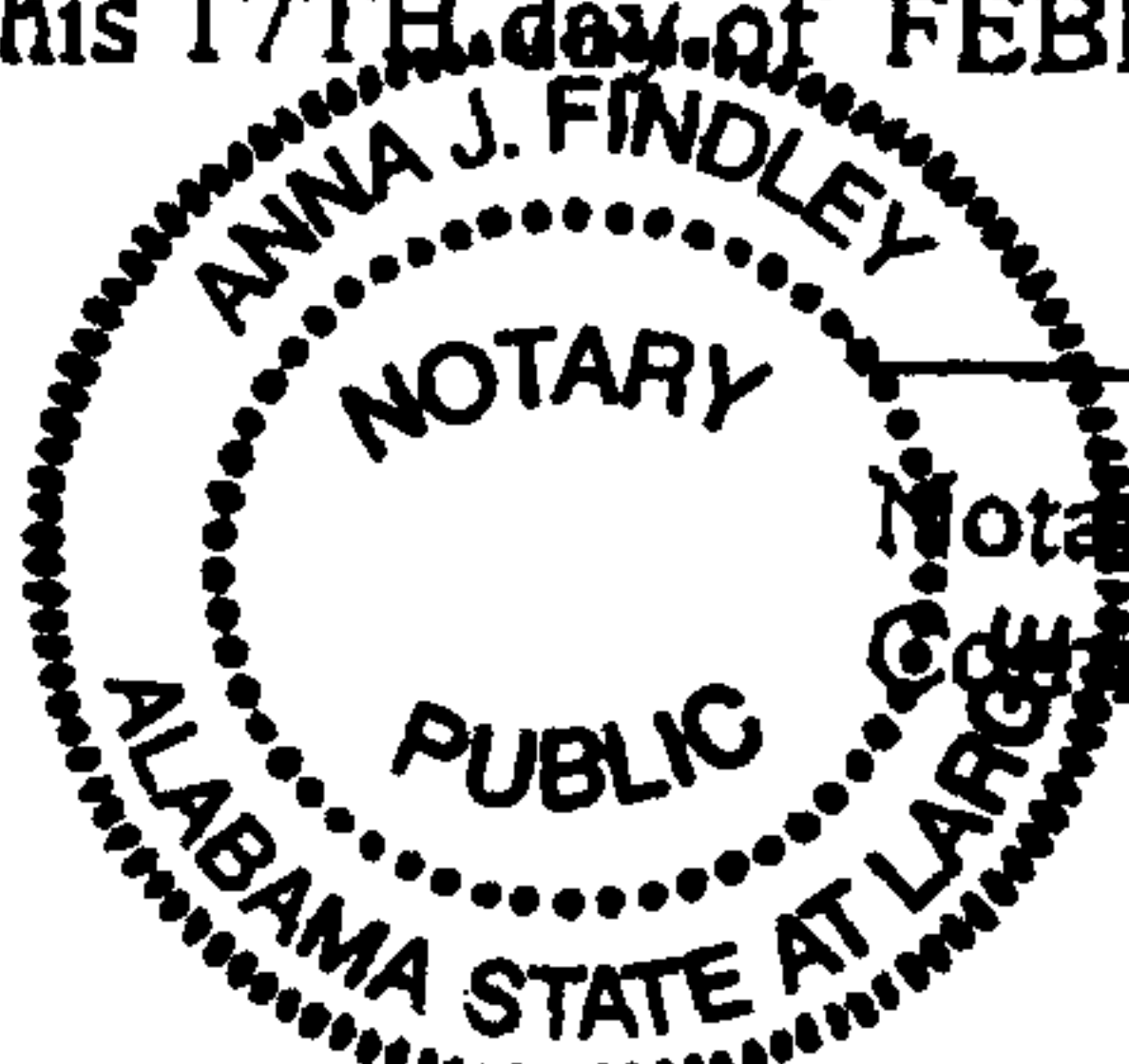


BY: Stephen A. Pierce
STEPHEN A. PIERCE
ASST. VICE PRESIDENT

STATE OF ALABAMA
COUNTY JEFFERSON

I, the undersigned, a Notary Public in and for said county and state, hereby certify that STEPHEN A. PIERCE whose named as ASST. VICE PRESIDENT of SOUTHTRUST BANK, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he/she executed the same with full authority in their capacity on the day the same bears date.

Given under my hand and official seal on this 17TH day of FEBRUARY, 2004.



Notary Public
Commission Expires: 6/9/2006

Prepared By: Moseley & Associates, P.C. 3800 Colonnade Parkway, Suite 630, Birmingham, Alabama 35243