

Subordination Agreement

Customer Name: Robert S. & Pamela E. Grant
Customer Account: 5299070499605949

THIS AGREEMENT is made and entered into on this 23 day of December 2003, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of Chase Manhattan Mortgage Corp, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to Robert S. & Pamela E. Grant (the "Borrower", whether one or more) the sum of \$100,000.00. Such loan is evidenced by a note dated 07-23-01, executed by Borrower in favor of AmSouth, which note is secured by a mortgage, deed of trust, security deed to secure debt, or other security agreement recorded 08/06/2001, in Record Book 2001 at Page 32659, amended in Record Book Inst# 200147512 at Page N/A in the public records of Shelby County, Alabama (the "AmSouth Mortgage"). Borrower has requested that lender lend to it the sum of \$275,000.00, 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 AmSouth execute this instrument.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, AmSouth 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 AmSouth Bank 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 the extent of any other future advances.

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

AMSOUTH BANK

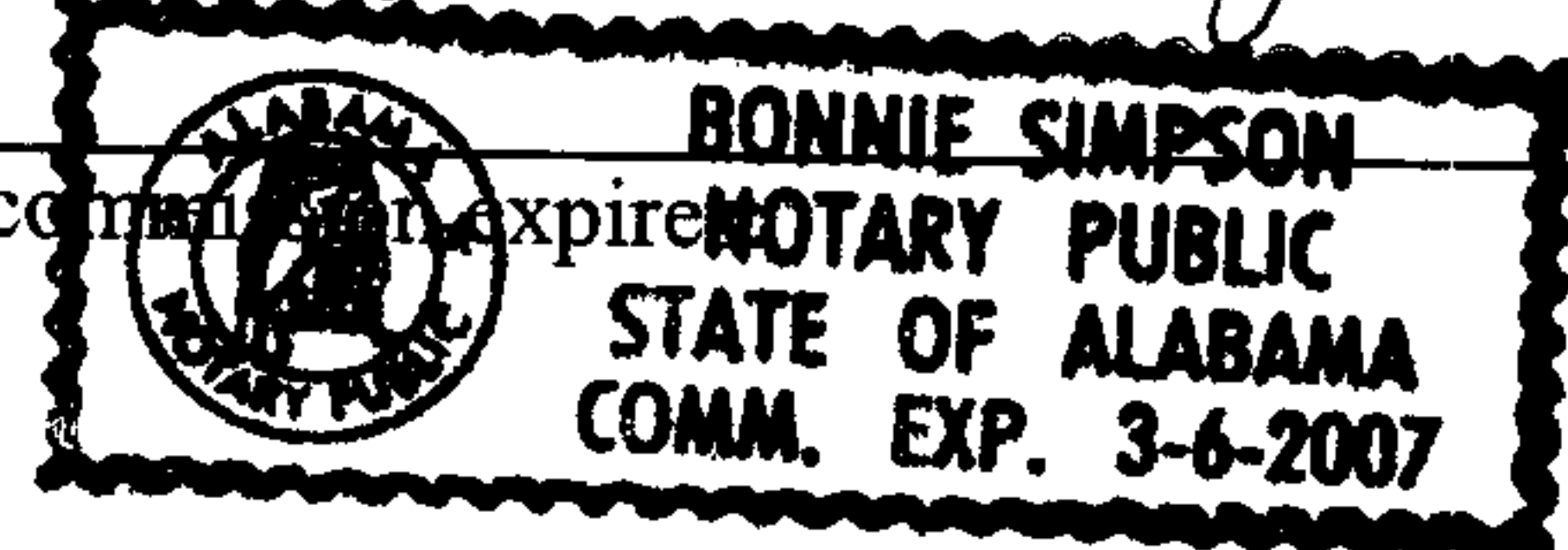
By: [Signature]
Its Vice President

State of Alabama
Shelby County

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 23 day of December 2003, within my jurisdiction, the within named [Signature] who acknowledged that he/she is [Signature] of AMSOUTH BANK, a banking corporation, and that for and on behalf of the said AmSouth Bank, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by AmSouth Bank so to do.

[Signature]
Notary Public

My commission expires



NOTARY MUST AFFIX SEAL

This Instrument Prepared by:
AmSouth
P.O. Box 830721
Birmingham, AL 35283

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Nations Lending Service Ohio – Chase Division
6363 Presidential Gateway Ste. 100
Columbus, OH 43231
Telephone: 614-890-5950
Fax: 614-890-6490

By: Nations Title Agency, Inc., dba Nations Lending Service Ohio herein after referred to as NLS OH Chase
Division

LEGAL DESCRIPTION

03CM15407

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN COUNTY OF
SHELBY, STATE OF ALABAMA, TO-WIT:

LOT 15A, ACCORDING TO A RESURVEY OF LOTS 14 AND 15, HEATHERWOOD,
4TH SECTOR, AS RECORDED IN MAP BOOK 26, PAGE 23, IN THE PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA.

PROPERTY ACQUIRED BY WARRANTY DEED DATED ON 07/16/01 IN
CONVEYANCE RECORDS AT 2001/30858 IN COUNTY OF SHELBY, STATE OF
ALABAMA.