

Mortgage Lien Subordination Agreement

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that Donald J and spouse Donna H Bonin whereas, on Nov. 02, 2002 (hereinafter referred to as "Mortgagor" did execute in favor of Colonial Bank, Hereinafter referred to as "Mortgagee" a mortgage which then and does now constitute a Lien as recorded in Instrument# 2000-43077 in The Judge of Probate Shelby County, Alabama.

Property described as follows:

See Exhibit A for Legal Description

As recorded in Instrument #2000-43077 on 12/14/2000 in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Whereas, the sum of Forty thousand Dollars and no cents \$40,000 Dollars is still owed on the debt secured by such mortgage and Colonial Bank.

Whereas, Mortgagor desire to refinance the existing first mortgage on said property through a New term mortgage in favor of Colonial Bank and to secure such loan by mortgage Donald J Bonin and spouse Donna H Bonin lien on the above described property, and desires that Mortgage lien in favor of Colonial Bank subordinate and made junior to a mortgage lien which mortgage made with Colonial Bank.

Whereas, Mortgagee (in consideration of the fact that their mortgage will be better secured as a second lien on the property) has previously agreed, and are now willing and desirous of executing such document as is necessary to effect the subordination of their mortgage lien so as to allow Mortgagor to execute a mortgage furnishing a valid first lien in favor of and to Colonial Bank.

Now, therefore, Mortgagee does hereby subordinate his mortgage lien on the above described property, as established by mortgage, with such mortgage now, by virtue of this document, hereby made subordinate and junior to the mortgage executed by Mortgagor to Colonial Bank to secure an indebtedness of

One hundred fifty thousand and 00/100----- DOLLARS. \$150,000.00

Be it known, however, that the mortgage in favor of Mortgagee shall in all other respects remain in full force and effect and constitute a first valid lien against the above described property as to all other Liens (with the sole exception of the lien created in favor of Colonial Bank.

Mortgagor and Mortgagee warrant that Mortgagee is the owner of the mortgage.

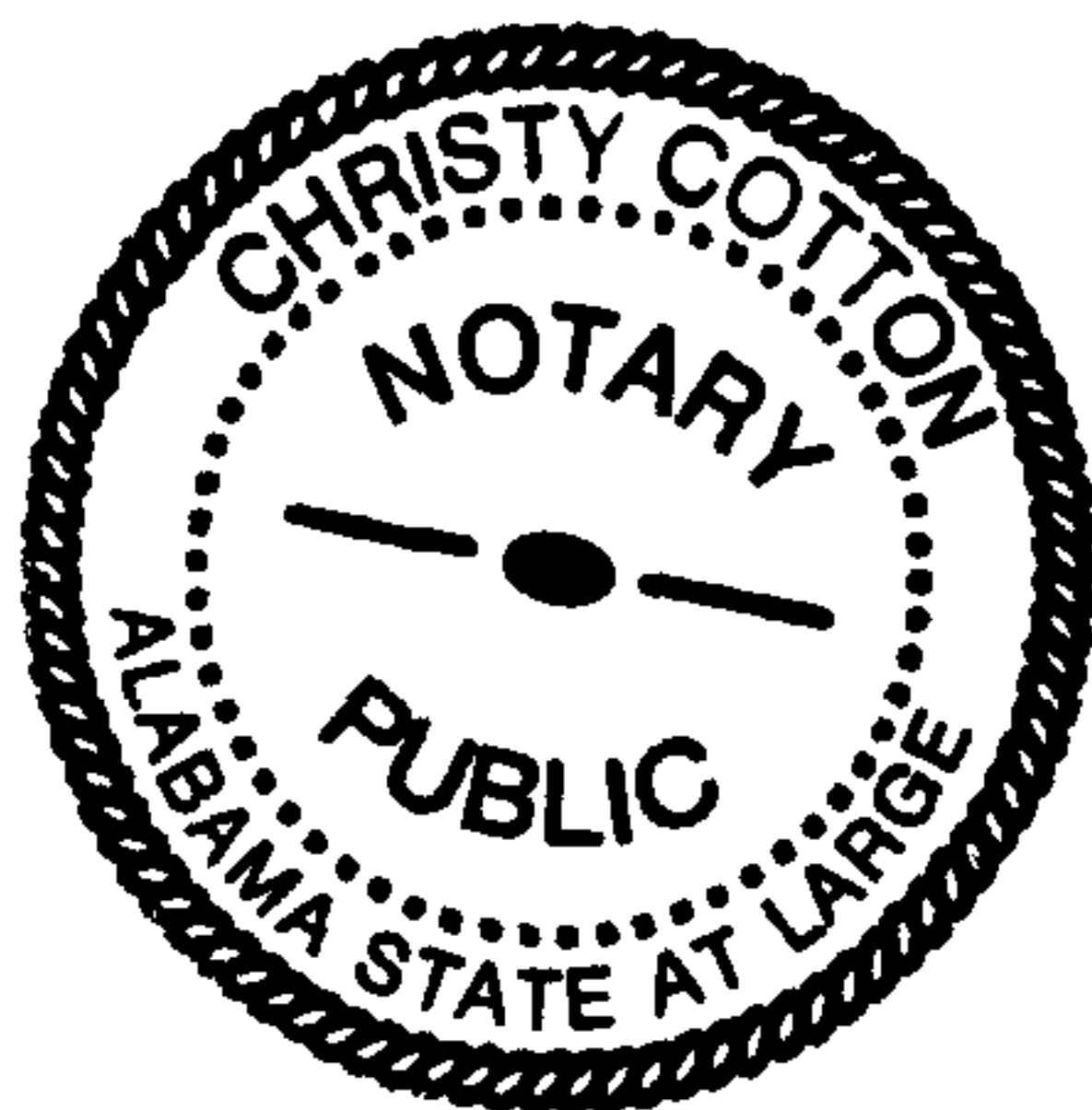
I

Atchison

STATE OF ALABAMA
COUNTY OF SHELBY

In witness whereof, we have hereunto set our signatures and seals this 11th

June 2004.



Colonial Bank, N.A.

Cheryl Hitt
Cheryl Hitt
Assistant V.P.

Christy Cotton
Notary Public

**My Commission Expires
Dec. 05, 2007**

I the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Cheryl Hitt whose name as Assistant Vice-President of Colonial Bank is signed to the foregoing instrument, and who is known to me, acknowledge before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Donald J Bonin
Donald J Bonin

Donna H Bonin
Donna H Bonin

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Donald J Bonin and Donna H Bonin, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of the foregoing instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 11th day of June
2004.

Christy Cotton
Notary Public
My Commission Expires: 12-05-07

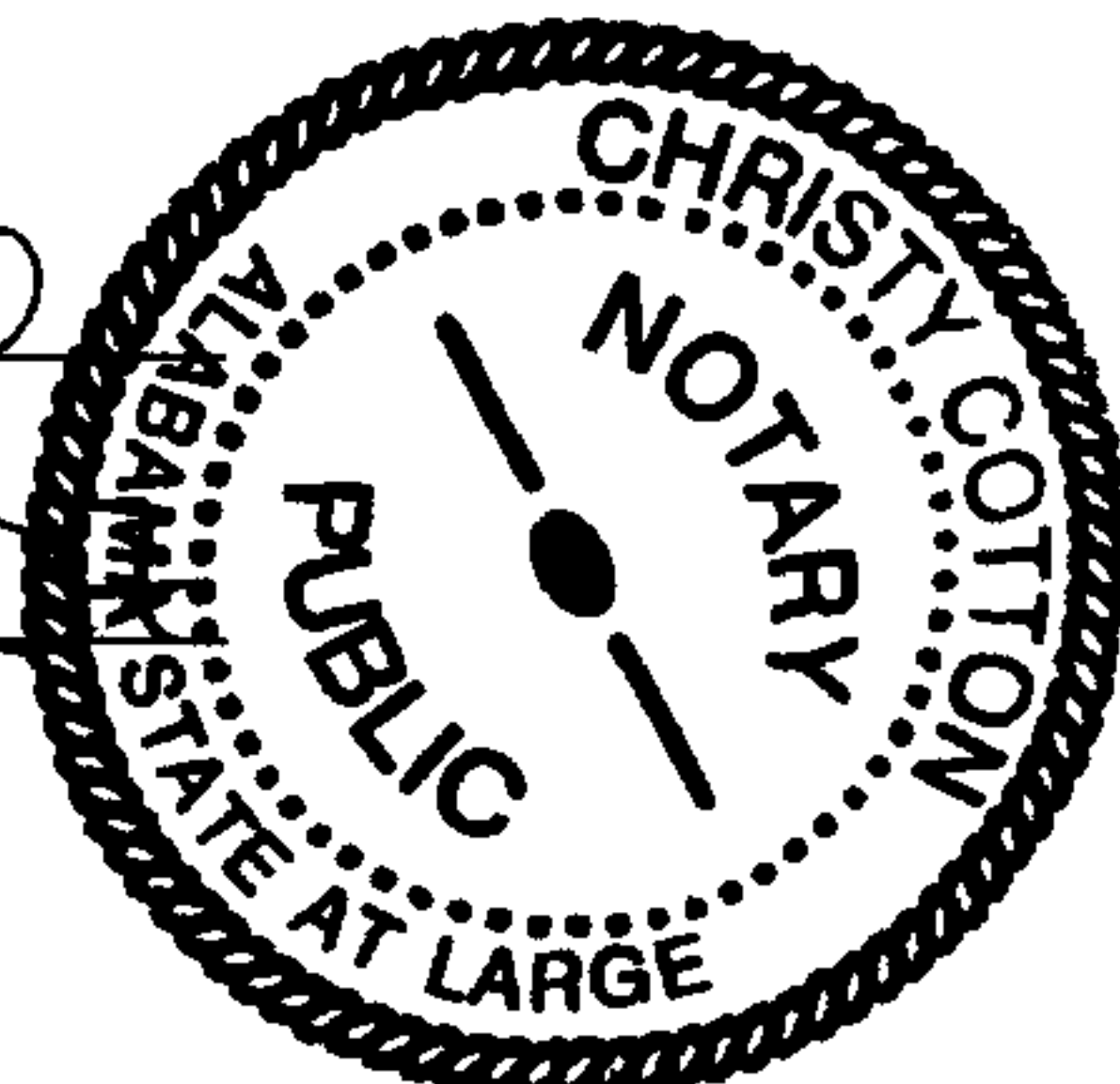


EXHIBIT "A"

Beginning at the Southeast corner of Section 34, Township 20 South, Range 1 West, Shelby County, Alabama and run thence Westerly along the South line of said Section 34, a distance of 718.14 feet to a steel pin corner; thence turn 90°00'00" right and run Northerly 238.00 feet to a steel pin corner; thence turn 56°45'00" left and run Northwesternly 115.60 feet to a steel pin corner; thence turn 41°15'00" right and run Northerly 36.40 feet to a steel pin corner; thence turn 68°34'00" right and run Northeastly 186.40 feet to a steel pin corner; thence turn 53°13'00" left and run Northerly 563.55 feet to a point in the centerline of Lakewood Lane, a chest surfaced public road; thence turn 44°42'39" right and run Northeastly along centerline of said road 171.29 feet to a point; thence turn 108°22'43" right and run Southeastly 299.61 feet to a steel pin corner; thence turn 62°56'27" left and run Easterly 198.77 feet to a steel pin corner on the East line of the SE 1/4 of the SE 1/4 of Section 34; thence turn 90°46'19" right and run Southerly along said section line a distance of 422.00 feet to the point of beginning.

There is an existing 20 foot wide access easement along the Northeastly line of this property, the centerline of which is described as follows:

Commence at the Southeast corner of Section 34, Township 20 South, Range 1 West, Shelby County, Alabama and run thence Northerly along the East line of said section 171.29 feet to a point; thence turn 90°46'19" left and run Westerly 198.77 feet to a point; thence turn 62°56'27" right and run Northwesternly 341.80 feet to a point; thence turn 90°00'00" left and run Southwesterly 10.0 feet to the point of beginning, on the centerline of the easement being described; thence turn 90°00'00" right and run Northwesternly a distance of 450.48 feet to a point in the centerline of Lakewood Lane and the end of easement. Said easement being 10 feet on either side of just described centerline.

All situated in Shelby County, Alabama.

Inst • 2000-43077

12/14/2000-43077
11:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 CJI 80.08