



20040624000346260 Pg 1/2 14.00  
Shelby Cnty Judge of Probate, AL  
06/24/2004 14:27:00 FILED/CERTIFIED

### Subordination Agreement

**Customer Name: Gary & Gina Jones**

**Customer Account:** [REDACTED]

THIS AGREEMENT is made and entered into on this **14** day of **May 2004**, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of **Chase Manhattan**, its successors and assigns (hereinafter referred to as "Lender").

#### RECITALS

AmSouth loaned to **Gary & Gina Jones** (the "Borrower", whether one or more) the sum of **\$26,000.00**. Such loan is evidenced by a note dated **03-29-01**, 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 **04/05/2001**, in Record Book **Inst# 2001-12774** at Page **N/A**, amended in Record Book **N/A** 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 **\$100,000.00**, which loan will be evidenced by a promissory note, 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.

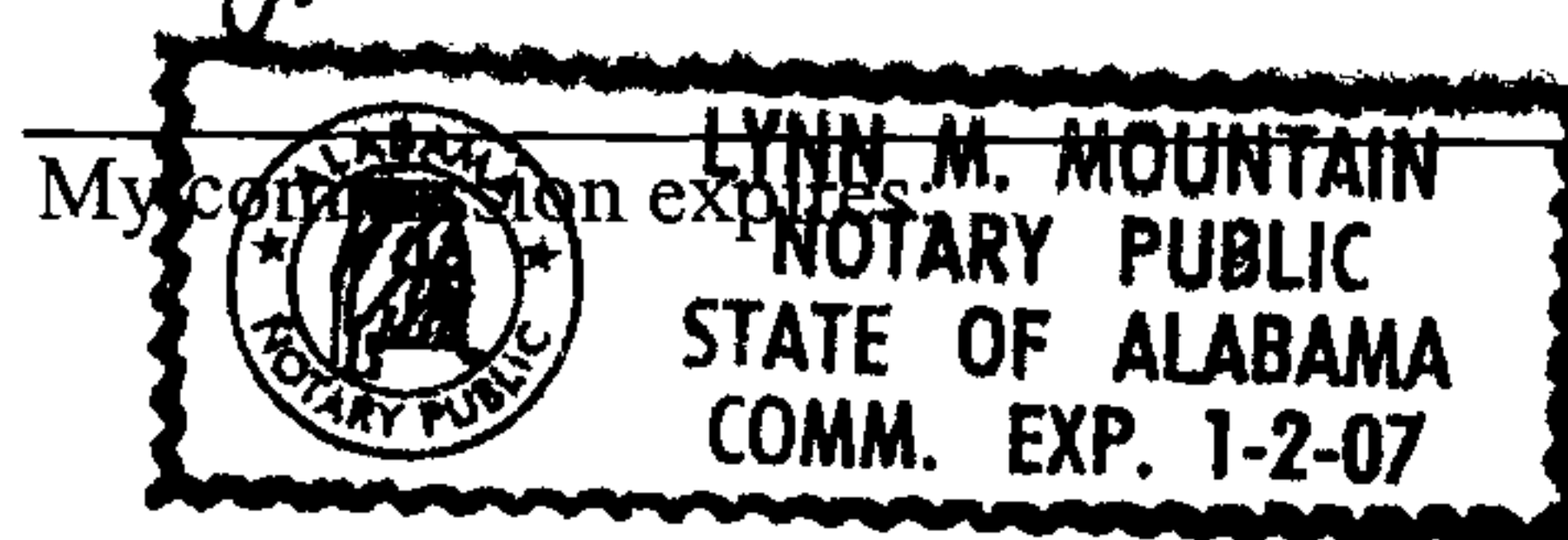
AMSOUTH BANK

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 **14** day of **May 2004**, within my jurisdiction, the within named W.D. Wilbourne who acknowledged that he/she is VP 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.

Lynn M. Mountain  
Notary Public



NOTARY MUST AFFIX SEAL

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

Order Number: 000505868

Re: Gary Jones  
Gina Jones

5674 Highway 17  
HELENA, AL 35080  
SHELBY County

EXHIBIT 'A'

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A PARCEL OF LAND LOCATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 28,  
TOWNSHIP 20 SOUTH, RANGE 3 WEST IN SHELBY COUNTY, ALABAMA, AND MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NE CORNER OF LOT 13, DUNNAM FARMS, AS RECORDED IN MAP  
BOOK 6, PAGE 39 SAID POINT BEING THE POINT OF BEGINNING SAID POINT ALSO  
LYING ON THE WESTERLY ROW LINE OF SHELBY COUNTY HIGHWAY #17 (HELENA  
MONTEVALLO ROAD) (80' ROW) THENCE N 80 DEGREES 35 MINUTES 58 SECONDS W  
AND LEAVING SAID ROW A DISTANCE OF 592.80' THENCE N07 DEGREES 16  
MINUTES 55 SECONDS E A DISTANCE OF 160.43' THENCE S80 DEGREES 35  
MINUTES 19 SECONDS E A DISTANCE OF 575.84' TO A POINT SAID POINT LYING  
ON THE WESTERLY ROW LINE OF SHELBY COUNTY HIGHWAY #17 (HELENA  
MONTEVALLO ROAD) (80' ROW) THENCE S 01 DEGREE 15 MINUTES 59 SECONDS W  
AND ALONG SAID ROW A DISTANCE OF 161.84' TO THE POINT OF BEGINNING.

Tax ID #13-8-28-4-001-008-000