

Subordination Agreement

20040802000427020 Pg 1/2 14.00
Shelby Cnty Judge of Probate, AL
08/02/2004 11:47:00 FILED/CERTIFIED

Customer Name: Larry Sexton
Customer Account: 5299070499566679

THIS AGREEMENT is made and entered into on this 26 day of May 2004, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of Indymac Bank, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to Larry Sexton (the "Borrower", whether one or more) the sum of \$40,000.00. Such loan is evidenced by a note dated 05-14-01, 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 05/22/2001, in Record Book Inst# 200120631 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 \$141,000.00, 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: TR Hall
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 26 day of May 2004, within my jurisdiction, the within named TR Hall 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
My commission expires 1-2-07
LYNN M. MOUNTAIN
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 1-2-07

NOTARY MUST AFFIX SEAL

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

EXHIBIT "A"

**A PARCEL OF LAND IN THE SE 1/4 OF THE NW 1/4 OF SECTION 16,
TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA DESCRIBED
AS FOLLOWS:**

**COMMENCE AT THE NE CORNER OF THE SE 1/4 OF THE NW 1/4 OF SAID
SECTION 16, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY,
ALABAMA AND RUN THENCE NORTH 89 DEG. 34 MIN. 18 SEC. WEST ALONG
THE NORTH LINE OF SAID 1/4 1/4 A DISTANCE OF 4.50 FEET TO A FOUND
REBAR CORNER AND THE POINT OF BEGINNING OF THE PROPERTY BEING
DESCRIBED; THENCE RUN NORTH 89 DEG. 34 MIN. 18 SEC. WEST ALONG
SAID 1/4 1/4 LINE A DISTANCE OF 210.99 FEET TO A FOUND REBAR
CORNER; THENCE RUN SOUTH 02 DEG. 02 MIN. 41 SEC. EAST A DISTANCE
OF 634.36 FEET TO A FOUND REBAR CORNER ON THE NORTH MARGIN OF BIG
OAK DRIVE; THENCE RUN SOUTH 88 DEG. 16 MIN. 01 SEC. EAST ALONG
THE SAID MARGIN OF SAID STREET A DISTANCE OF 208.16 FEET TO A
FOUND REBAR CORNER; THENCE RUN NORTH 01 DEG. 46 MIN. 05 SEC. WEST
A DISTANCE OF 638.98 FEET TO THE POINT OF BEGINNING; BEING
SITUATED IN SHELBY COUNTY, ALABAMA.**

SOURCE OF TITLE: DOC#2000-23326 (RECORDED 7/12/00)

APN: 235160001018031

05/18/2004 08:43:29 [Daisy Davis]