

## SUBORDINATION AGREEMENT

This Subordination Agreement, made the 26 day of August, 2004, between:  
**Frontier Bank, formerly Frontier National Bank ("Lender") and Mortgage Capital Associates, Inc., ("Requestor")**

Witnesseth:

Whereas, the Lender now owns and holds the following mortgages and the bond or note secured  
Thereby Mortgage Dated: 11/06/2001 made by **Kimberly Bowles and Linton Bowles**, to Lender, in the  
principal sum of \$50,000.00 and recorded 11/29/2001, in Book: 2001 Page: 15733 of Official Records of  
the County of **SHELBY (AL)**, covering premises commonly known as **388 Lane Park Trail, Maylene,  
AL 35144** and more particularly described therein ("The Premises") and legal description hereto:

The following described real property in the County of  
Shelby, State of Alabama: Lot 533 according to the survey of Grand View  
Estates, Givianpour Addition to Alabaster, 5th Addition as recorded  
in Map Book 21, Page 133, Shelby County, Alabama.

Whereas, the Borrowers mentioned executed and delivered to Mortgage Capital Associates, Inc. a  
mortgage to secure a principal sum not to exceed \$173,950.00 dollars and interest, covering the Premises  
and

Whereas, Mortgage Capital Associates, Inc. accepted said mortgage believing the mortgages held  
by Lender would be Subordinated in the Manner hereinafter mentioned;

Now therefore, in consideration of \$1.00 and other good and valuable consideration paid to  
Lender receipt of which is hereby acknowledged, the Lender hereby covenants and agrees with Mortgage  
Capital Associates, Inc. that said mortgages held by Lender shall be subject and subordinate in lien to the  
lien of a Mortgage not to exceed \$173,950.00 dollars and the interest thereon delivered to Mortgage  
Capital Associates, Inc.

This agreement may not be changed or terminated orally. This Agreement shall bind and endure  
to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns.

In Witness: whereof, the Lender has duly executed this Agreement on the date first above written.

Witnessed by: [Signature]

Print Name: Steve Wyatt

Witnessed by: [Signature]

Print Name: C. K. HARPER

Lender: Frontier Bank,  
formerly Frontier National Bank

By: [Signature]

Title: Executive Vice President

Print Name: James M. Yates

STATE OF: Alabama )  
COUNTY OF: Talladega ) ss:

On the 26 day of August in the year 2004, before me, the undersigned, personally appeared James M. Yates, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the county of Talladega in the state of Alabama.

Sheliah Meigs  
Notary Public

My commission expires \_\_\_\_\_  
SHELIAH MEIGS  
MY COMMISSION EXPIRES  
MARCH 17, 2005

HOLLMAN, SHOCKLEY & KELLEY  
ATTORNEYS AT LAW  
JIM HOLLMAN  
ED SHOCKLEY  
AT OAK MOUNTAIN  
ALABAMA 35124