

SECURITY INTEREST SUBORDINATION AGREEMENT

TO: CHASE MANHATTAN MORTGAGE CORPORATION  
(lender name)

20041006000551440 Pg 1/1 11.00  
Shelby Cnty Judge of Probate, AL  
10/06/2004 08:04:00 FILED/CERTIFIED

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce you ("Lender") from time to time at your discretion to make loans to or enter into credit agreements with MARK E. PETTY AND LEIGH T. PETTY ("Debtor"). The undersigned hereby agrees that (regardless of any priority otherwise available to the undersigned by law or by agreement) any security interest which the undersigned may now hold or may at any time hereafter acquire in any or all of the following property of Debtor (the "Property"), namely:

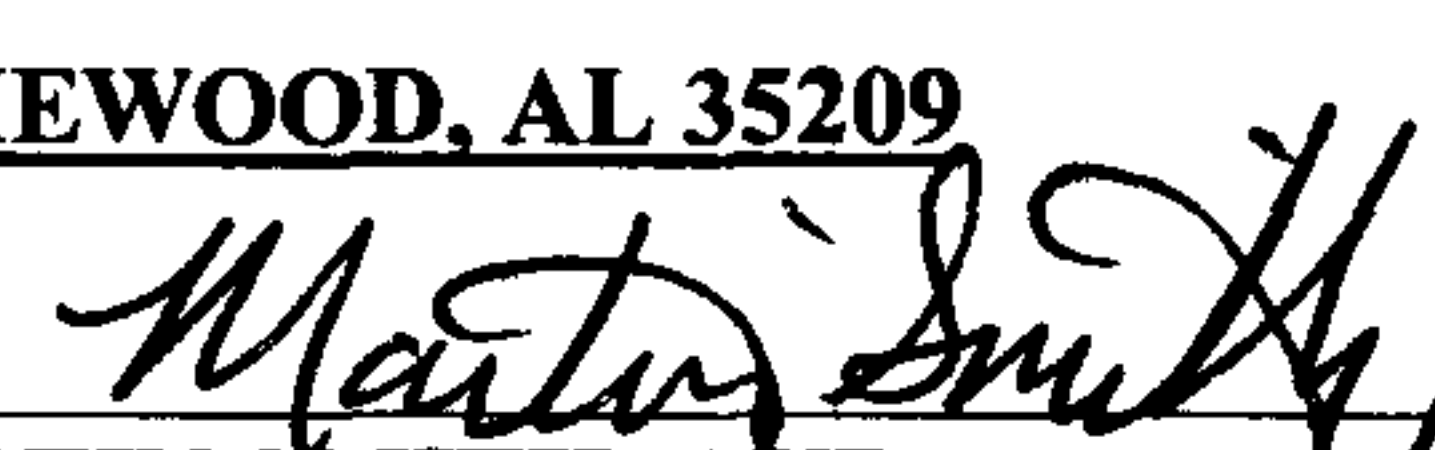
**HOME EQUITY LINE OF CREDIT MORTGAGE IN THE AMOUNT OF \$10,000.00 DATED 01/29/02 AND RECORDED IN MORTGAGE INSTRUMENT #2002-06515 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA.**

together, in each case, with all proceeds thereof, is, shall be and shall remain fully subordinate for all purposes to ☐ any security interest now held or at any time hereafter granted to or acquired by Lender in any portion or all of the Property ☒ the security interest of Lender under the agreement that is attached hereto as Exhibit A. **MORTGAGE TO CHASE MANHATTAN MORTGAGE CORPORATION DATED 09/27/04 IN THE MAXIMUM AMOUNT OF \$ 151,000.00.**

The undersigned further agrees that:

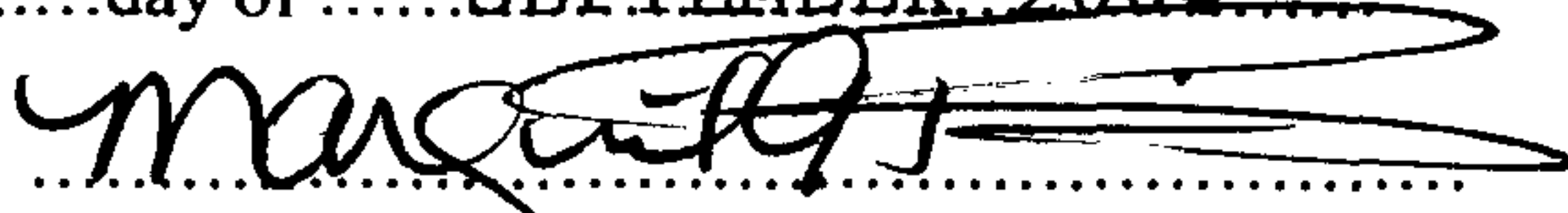
1. The undersigned will not exercise any collection rights with respect to the Property, will not take possession of sell or dispose of ,or otherwise deal with, the Property, and will not exercise or enforce any right or remedy which may be available to the undersigned with respect to the Property upon default, without prior written consent by Lender.
2. Lender may exercise collection rights, may take possession of, sell or dispose of, and otherwise deal with, the Property, and may exercise and enforce any right or remedy available to Lender with respect to the Property, whether available prior to or after the occurrence of any default, all without notice to or consent by anyone. Lender may apply the proceeds of collateral to any indebtedness secured by Lender's above described security interest, in any order of application.
3. Neither the undersigned nor Lender (i) makes any representation or warranty concerning the Property or the validity, perfection or (except as to the subordination accomplished hereby) priority of any security interest therein, or (ii) shall have any duty to preserve, protect, care for, insure, take possession of, collect, dispose of or otherwise realize upon any of the Property.
4. The undersigned warrants that any purchaser of transferee of, or successor to, any security interest of the undersigned in any or all of the Property will be given detailed written notice of the subordination accomplished hereby, prior to the time of purchase, transfer or succession.
5. The undersigned waives any priority available to the undersigned by law with respect to any security interest in the Property, but the priority or parity of the rights and claims of the undersigned and Lender as general creditors of Debtor (rather than as secured parties) shall not be affected or impaired by this Agreement. This Agreement is to be governed by the laws of the state in which it is executed. It cannot be waived or changed or ended, except by a writing signed by the party to be bound thereby. This Agreement is made between Lender and the undersigned. It shall be binding upon the undersigned and the heirs, representative, successors and assigns of the undersigned and shall inure to the benefit of, and shall be enforceable by, Lender and its successors and assigns. The undersigned waives notice of Lender's acceptance hereof.

Dated: 9-27-04

**UNION STATE BANK**  
**2200 LAKESHORE DR SUITE 100**  
**HOMEWOOD, AL 35209**  
  
**MARTIN SMITH, AVP**

ACKNOWLEDGEMENT:

(Individual) STATE OF .....ALABAMA....., COUNTY OF...JEFFERSON.....} ss.  
I, a notary public, hereby certify that...MARTIN SMITH, AVP.....  
whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledge before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this.....27th.....day of .....SEPTEMBER, 2004.....  
My commission expires:  
(seal)

  
(Notary Public)  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 14, 2007

(Business Or Entity Acknowledgement) STATE OF ..... , COUNTY OF .....} ss.  
I, a notary public, in and for said County in said State, hereby certify that.....  
.....whose name(s) as  
.....(Titles)  
of the .....(Name of Business or Entity)  
a.....is/are signed to the foregoing conveyance, and who is/are known to me, acknowledge before me on this day that, being informed of the contents of the conveyance, he/she/they, in his/her/their capacity, executed the same voluntarily on the day the same bears date.  
Given under my hand this the.....day of.....  
My commission expires:  
(seal)

.....  
(Notary Public)