

SUBORDINATION OF MORTGAGE BY SUBORDINATING CREDITOR

THIS AGREEMENT is made and entered into this 17th day of December, 2004 by the undersigned, Tyndall Federal Credit Union ("Subordinating Lender"), for the benefit of Gregory Scott Smith and Angela Smith ("Borrower").

WITNESSETH:

WHEREAS, Borrower is the owner of the following described real estate situated in Shelby County, Alabama, to wit:

See attached legal description on Title Commitment
Property Address: 2245 Old Cahaba Place, Helena AL 35080

WHEREAS, Subordinating Lender is the owner of a certain Mortgage from Borrowers to Subordinating Lender, dated July 07, 2004, and recorded in the Records of the Shelby County Recorder, Alabama on July 20, 2004, as Volume 2004072000, Page 0402210, which Deed of Trust was given to secure the payment of a promissory note in the principal amount not to exceed THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00); and

WHEREAS, on condition that said Deed of Trust aforesaid be subordinated in the manner hereafter appearing, Irwin Mortgage Corporation ("Irwin") shall receive and accept from Borrower a Deed of Trust covering the said premises above described, to secure payment of a Note to Irwin in the principal amount not to exceed TWO HUNDRED TEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$210,750.00) together with interest;

NOW THEREFORE, in consideration of the premises, and to induce Irwin to accept a Note and Deed of Trust from Borrower, and also in consideration of One Dollar, the receipt of which is hereby acknowledged:

Subordinating Lender does hereby covenant, consent and agree, to and with Borrower and Irwin that Irwin has made its loan to Borrower in the loan amount above stated and Borrower has executed the Note and Deed of Trust to Irwin and that said Deed of Trust owned and held by Subordinating Lender shall be, and the same is hereby made, subject and subordinate in lien to the lien of said Deed of Trust to Irwin together with interest, wherein Irwin is the secured party and Borrower is the Grantor.

This Subordination Agreement shall be binding upon and inure to the benefit of the respective heirs, assigns, legal representatives and successors of the undersigned parties.

The undersigned persons executing this Subordination Agreement on the behalf of Subordinating Lender hereby certify that they are duly elected officers of Subordinating Lender

and have been fully empowered, by proper resolution of the Board of Directors of Subordinating Lender to execute and deliver this Subordination Agreement; that they have full corporate capacity to execute the Subordination Agreement contained herein; and that all necessary corporate action for the making of such Subordination Agreement has been taken and done.

IN WITNESS WHEREOF, this Subordination Agreement is hereby executed this 20th day of December, 2004.

Subordinating Lender

BY: [Signature]
Signature of authorized Company Official

Its: AVP Lending
(Title)

STATE OF Florida)
) SS:
COUNTY OF Bay)

Prepared By:
Lisa Okey
10500 Kincaid Dr
Fishers, IN 46038

Before me, a Notary Public in and for said County and State personally appeared Keith Rountree, (Company Official Name) being a AVP Lending (Position or Title held) of SUBORDINATING LENDER acknowledged the execution of the foregoing Subordination Agreement, and who, having been duly sworn, state that any representations therein contained are true.

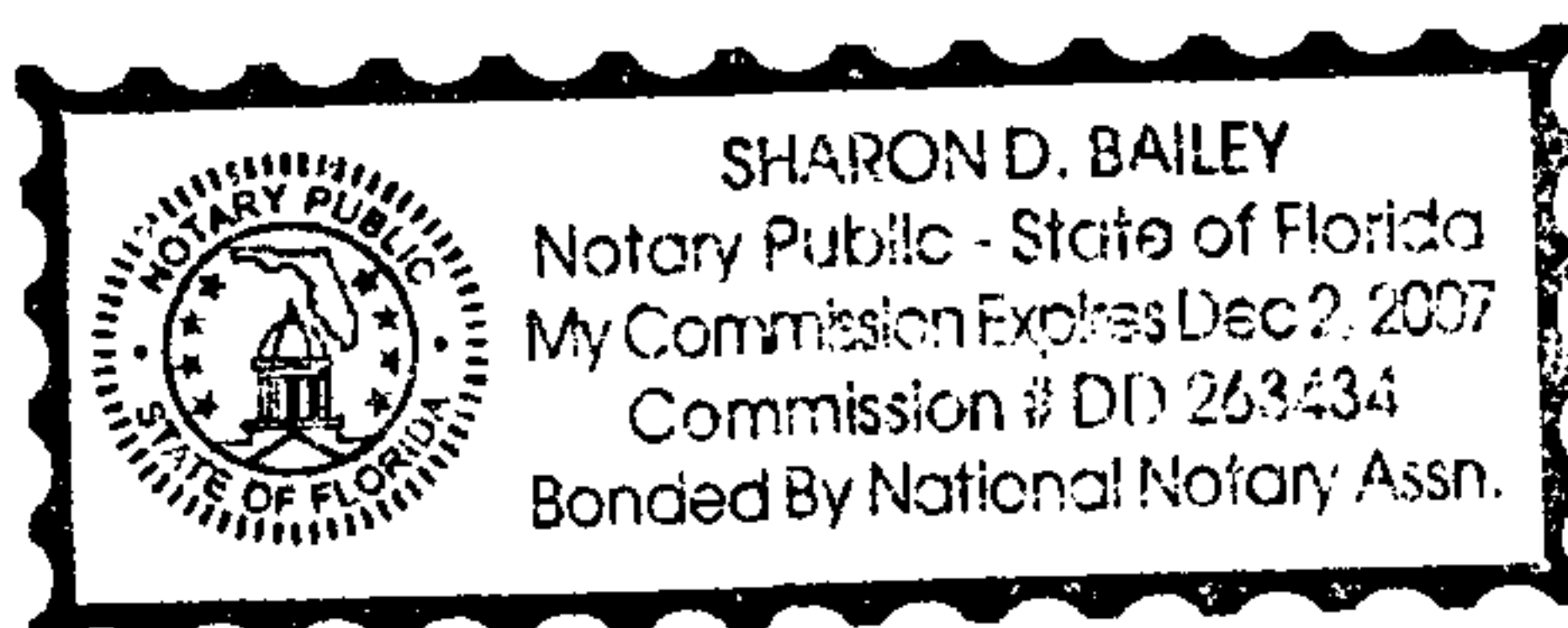
Witness my hand and Notarial Seal this 20th day of December, 2004.

Sharon D. Bailey
Notary Public

My Commission Expires 12/2/07

Sharon D. Bailey
Printed Name

My County of Residence Bay



LEGAL DESCRIPTION

20050110000012460 Pg 3/3 17.00
Shelby Cnty Judge of Probate, AL
01/10/2005 11:00:00 FILED/CERTIFIED

LOT 421-A, ACCORDING TO THE RESURVEY OF LOTS 406 AND 407 AMENDED MAP OF OLD CAHABA LAKEWOOD SECTOR, AS RECORDED IN MAP BOOK 26, PAGE 43, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS, EASEMENTS, RIGHTS-OF-WAY, PROVISIONS, COVENANTS AND BUILDING SET-BACK LINES OF RECORD.

ADDRESS: 2245 OLD CAHABA PLACE; HELENA, AL 35080

PARCEL ID NUMBER: 13-4-20-1-004-021.000