

Subordination Agreement

Customer Name: DONALD AND MELANIE LANGNER
Customer Account: 5299071100115104

Record concurrently herewith

THIS AGREEMENT is made and entered into on this 7 day of JUNE 2005, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of PRICELINE MORTGAGE, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to DONALD AND MELANIE LANGNER (the "Borrower", whether one or more) the sum of \$50,000.00. Such loan is evidenced by a note dated 5/7/04, 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 05/25/2004, in Record Book I# 20040525000277740 at Page , amended in Record Book N/A at Page N/A in the public records of SHELBY (the "AmSouth Mortgage"). Borrower has requested that lender lend to it the sum of \$220,000.00, 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

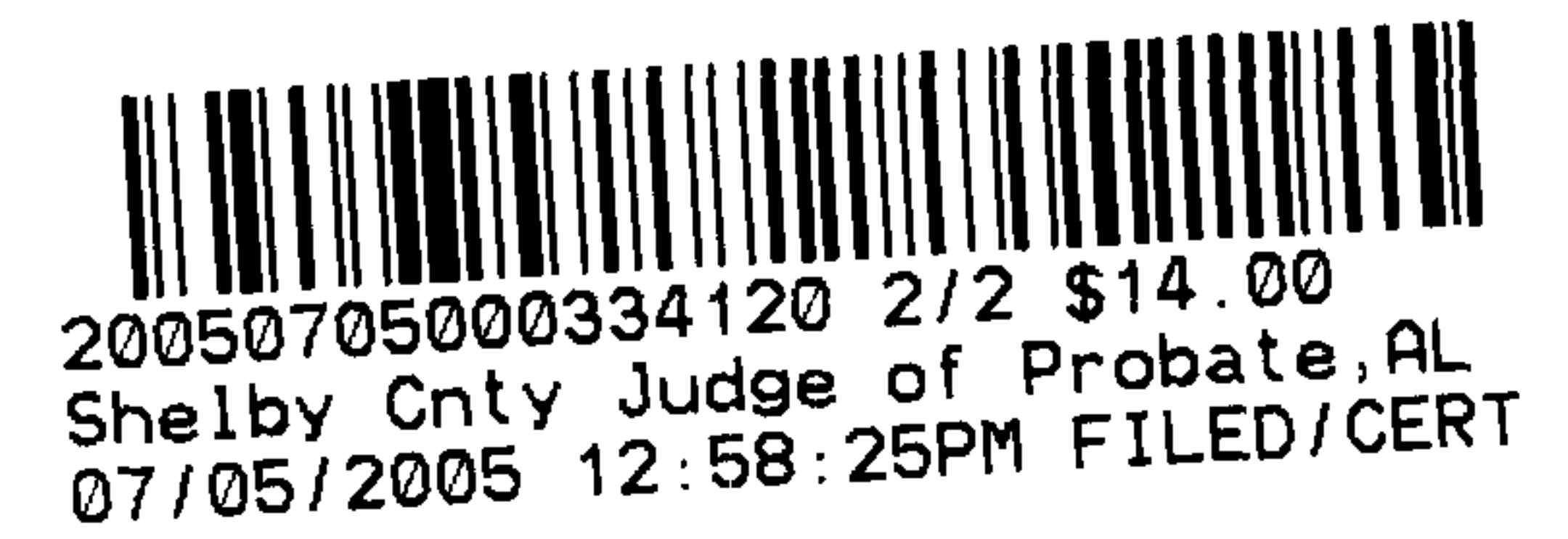
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 7 day of JUNE 2005, within my jurisdiction, the within named *W.D. Wilbourne* who acknowledged that he/she is *VP* of AMSOUTH BANK, a banking corporation, and that for and on behalf of the said 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
My commission expires *[Signature]*
LYNN M. MOUNTAIN
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 1-2-07

NOTARY MUST AFFIX SEAL

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


20050705000334120 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
07/05/2005 12:58:25PM FILED/CERT



PARCEL 1:

LOT 2-A, ACCORDING TO THE MAP OF 1986 ADDITION TO SHELBY SHORES, AS RECORDED IN MAP BOOK 10 PAGE 51 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

PARCEL 2:

PARCEL 3-A, ACCORDING TO MAP OF 1986 ADDITION TO SHELBY SHORES, AS RECORDED IN MAP BOOK 10, PAGE 51, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SITUATED IN SHELBY COUNTY, ALABAMA.

Being all of that certain property conveyed to DONALD W. LANGNER AND MELANIE D. LANGNER from FEDERAL NATIONAL MORTGAGE ASSOCIATION, by deed dated 10/17/05 and recorded 11/06/95 as Deed Instrument No. 1995-31968 of official records.

Being all of that certain property conveyed to DONALD W. LANGNER AND MELANIE D. LANGNER from ROBERT PATRICK ODGERS, by deed dated 04/24/98 and recorded 04/30/98 as Deed Instrument No. 1998-15564 of official records.