

Subordination Agreement

Recording Requested by &
When Recorded Return To.

Customer Name: ROY A SMITH
Customer Account: 5299070499799940

US Recordings, Inc.
2925 Country Drive Ste 201
St. Paul, MN 55117

THIS AGREEMENT is made and entered into on this 15 day of NOVEMBER 2005, by AmSouth Bank (hereinafter referred to as "AmSouth") in favor of SUNTRUST MORTGAGE, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

AmSouth loaned to ROY A SMITH (the "Borrower", whether one or more) the sum of \$182,000.00. Such loan is evidenced by a note dated 05-20-020, 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 05/30/2002, in Record Book INST# 2002-254660 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 \$183,000.00, 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. Recorded on 12/9/06 doc. # 2005120900038680

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. By its acceptance of this agreement, the Borrower agrees to pay the Subordination Fee set out in the AmSouth Subordination Request Form.

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

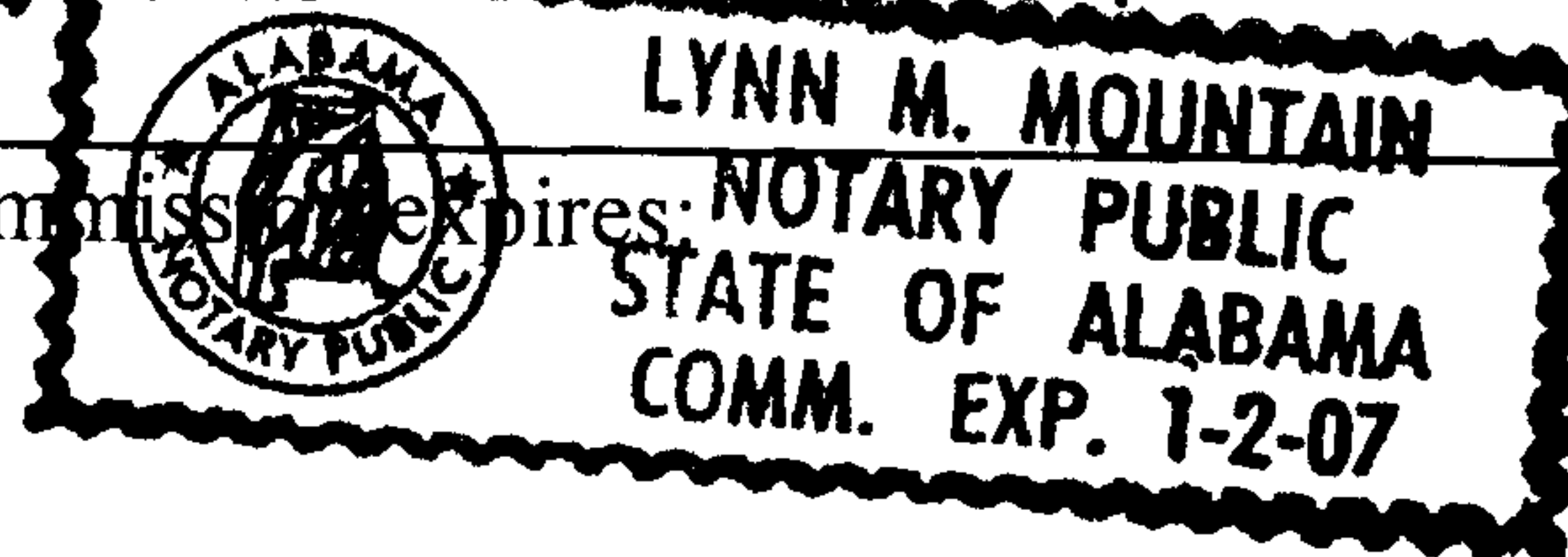
By: B. Kauffman
Its Vice President

State of Alabama
Shelby County

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 15 day of NOVEMBER 2005, within my jurisdiction, the within named B. Kauffman who acknowledged that he/she is AVP 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.

Notary Public

My commission expires:



NOTARY MUST AFFIX SEAL
This Instrument Prepared by:
CHRISTY KAHRIG
P.O. Box 830721
Birmingham, AL 35283



20060731000367570 2/2 \$15.00
Shelby Cnty Judge of Probate, AL
07/31/2006 03:28:29PM FILED/CERT

EXHIBIT A

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN THE CITY OF BIRMINGHAM, COUNTY OF SHELBY,
AND STATE OF ALABAMA, TO WIT:

LOT 18, ACCORDING TO THE SURVEY OF HEATHERWOOD FOREST, SECTOR TWO, AS RECORDED IN MAP BOOK
17, PAGE 129, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TAX ID #: 10-2-09-0-002-024.014

BY FEE SIMPLE DEED FROM CRYSTAL HOMES, INC., A CORPORATION AS SET FORTH IN INSTRUMENT NO. 1995-
05468 AND RECORDED 3/2/1995, SHELBY COUNTY RECORDS.

THE SOURCE DEED AS STATED ABOVE IS THE LAST RECORD OF VESTING FILED FOR THIS PROPERTY. THERE
HAVE BEEN NO VESTING CHANGES SINCE THE DATE OF THE ABOVE REFERENCED SOURCE.



U32869477-010P02

SUBORDINATION AG
LOAN# 0202659447
US Recordings