#11.00

SECURITY INTEREST SUBORDINATION AGREEMENT

TO: **MORTGAGEAMERICA, INC**
(lender name)

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 **RICKY L WELLS** ("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:

REAL ESTATE MORTGAGE IN THE AMOUNT OF $75,000.00 DATED JUNE 14, 2000 AND RECORDED IN MORTGAGE INSTRUMENT #2000/21517 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA AND MORTGAGE MODIFICATION IN THE AMOUNT OF $100,000.00 DATED JULY 20, 2004 AND RECORDED IN JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA MORTGAGE #20040730000424650.

together, in each case, with all proceeds thereof, is, shall be and shall remain fully subordinate for all purposes to the security interest of Lender under the agreement that is identified as follows: **MORTGAGE TO MORTGAGEAMERICA, INC DATED THIS 2ND OF APRIL 2007 IN THE MAXIMUM AMOUNT OF $200,000.00.**

This Agreement is to be governed by the laws of the state of Alabama. It cannot be waived or changed or ended, except by 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: 03-30-07

20070402000147750 1/1 $11.00
Shelby Cnty Judge of Probate,AL
04/02/2007 02:20:34PM FILED/CERT

UNION STATE BANK

2019 COGSWELL AVENUE

PELL CITY, AL 35125

VP

JERRY MCELROY, VICE PRESIDENT

ACKNOWLEDGEMENT:

STATE OF ....., COUNTY OF.....}ss.

(Individual)

I, a notary public, hereby certify that.....
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.....day of .....
My commission expires:
(seal)

.....
(Notary Public)

(Business Or Entity Acknowledgement)

STATE OF ALABAMA....., COUNTY OF ST. CLAIR.....}ss.

I, a notary public, in and for said County in said State, hereby certify that.....
JERRY McELROY.....whose name(s) as
VICE PRESIDENT.....(Titles)
of the UNION STATE BANK.....(Name of Business or Entity)
a CORPORATION.....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 30TH day of MARCH 2007.
My commission expires:
(seal)

MY COMMISSION EXPIRES AUGUST 23, 2009

(Notary Public)