

STATE OF ALABAMA  
JEFFERSON COUNTY

### SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this 7th day of September, 2007, by First Commercial Bank (hereinafter referred to as the "Holder") in favor of New South Federal], (hereinafter referred to as the "Lender"), it's successors, and assigns.

#### WITNESSETH:

WHEREAS, Holder did loan to Jeff W Maze, a married man and Christian J Maze, his wife (the "Borrower", whether one or more) the sum of Seventy Five Thousand and No/100 (\$75,000.00), which loan is evidenced by a note dated October 12, 2004 and amended on December 4, 2006, executed by Borrower in favor of Holder, and is secured by a mortgage, deed of trust, deed to secure debt or other security instrument dated October 12, 2004 and amended on December 4, 2006 ("the Existing Mortgage") covering the property described therein and recorded in Book 20041025000586660 and amended in 20061229000635900, page — in the public records of Shelby] County, Alabama.

WHEREAS, Borrower has requested New South Federal lend to it the sum of One Hundred Eighty Five Thousand an No/100 (\$ 185,000.00 ) (the "Loan"), such Loan to be evidenced by a promissory note in such amount executed by Borrower in favor of Lender and secured by a mortgage, deed of trust, deed to secure debt, security deed or other security instrument of even date therewith (the "Superior Mortgage"); and

WHERAS, the Lender has agreed to make the Loan to the Borrower, if, but only if, the Superior Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Existing Mortgage on the terms set forth below and provided that the Holder will specifically and unconditionally subordinate the lien or charge of the Existing Mortgage to the lien or charge of the Superior Mortgage on the terms set forth below.

NOW, THEREFORE, in consideration of one dollar in hand paid by the Borrower to Holder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Holder, Holder agrees as follows:

1. The Superior Mortgage and the note secured by the Superior Mortgage and the debt evidenced by such note and all renewals and extensions thereof, or any part thereof, and all interest payable on all said debt and on any such renewals and extensions shall be and remain at all times a lien or charge on the property covered by the Superior Mortgage, prior and superior to the lien or charge to the Holder.
2. Holder acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Existing Mortgage in favor of the lien or charge of the Superior Mortgage, and that it understands that, in reliance upon and in consideration of the waiver, relinquishment, and subordination, specific loans and advances are being and will be made, and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into by the Lender which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.
3. This agreement contains the entire agreement between the parties hereto as to the Existing Mortgage and the Loan secured by the Superior Mortgage, and as to the priority thereof, and

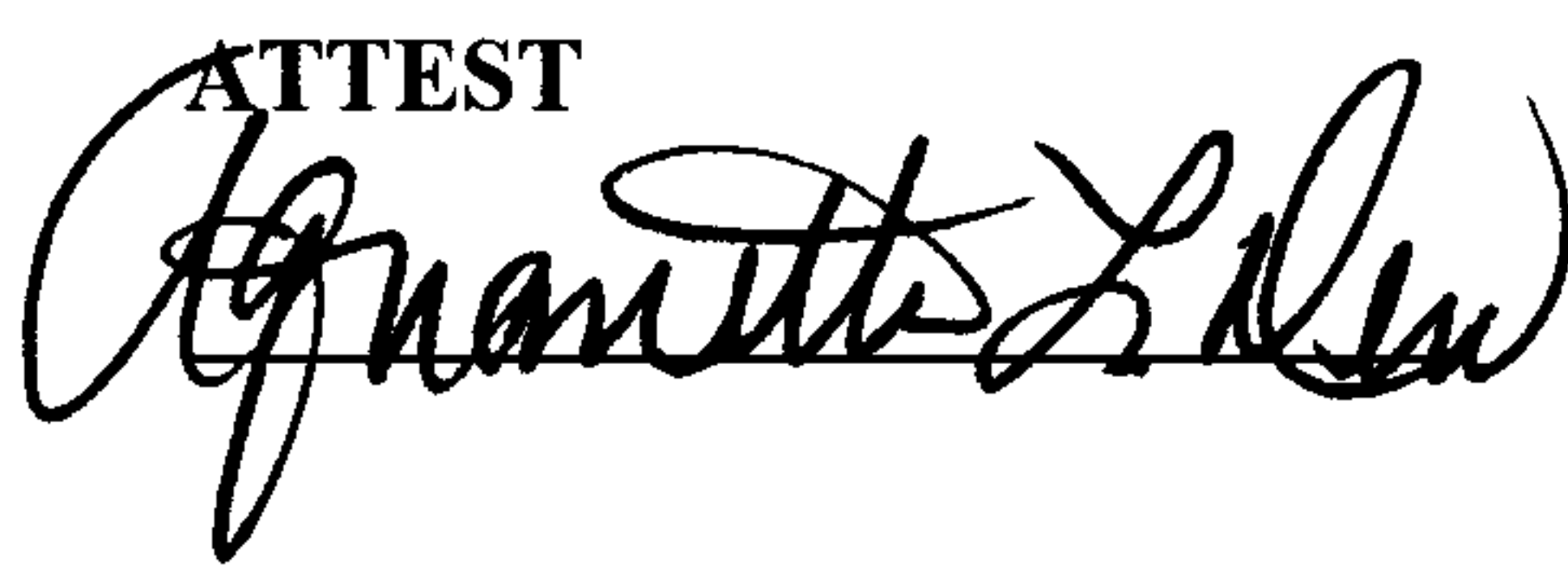
there are not agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.

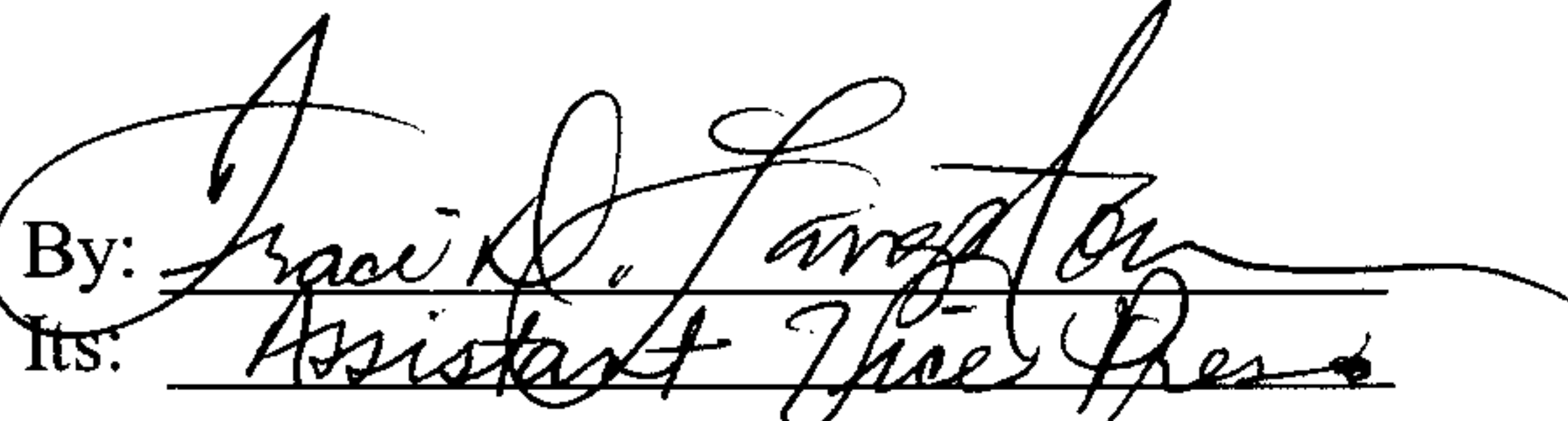
4. This agreement shall be binding upon the Holder, its successors and assigns and shall inure to the benefit of the Lender, its successors and assigns.

5. No waiver shall be deemed to be made by the Holder of any of its rights hereunder or under the Existing Mortgage, unless the same shall be in writing signed on behalf of the Holder, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the Holder, or the obligations of the Borrower to the Holder in any other respect at any other time.

IN WITNESS WHEREOF, the Holder has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

FIRST COMMERCIAL BANK

ATTEST  


By:   
Its: Assistant Vice Pres

State of Alabama  
Jefferson County

I, the undersigned authority, a Notary Public in and for said county in said State hereby certify that TRACI D LANGSTON, whose name as Assistant Vice Pres of First Commercial Bank, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, the officer, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 7<sup>th</sup> day of Sept, 2007.

[SEAL]

  
Notary Public

My Commission Expires: 10-06-2007

This Instrument Prepared By:  
Kathy Morgan  
(205) 868-4895  
First Commercial Bank  
P O Box 11746  
Birmingham, AL 35202



EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE STATE OF ALABAMA, COUNTY OF  
SHELBY, WITH A STREET LOCATION ADDRESS OF 3090 CROSSINGS DR;  
BIRMINGHAM, AL 35242 CURRENTLY OWNED BY JEFF W MAZE AND CHRISTINA  
J MAZE HAVING A TAX IDENTIFICATION NUMBER OF 102030003046000 AND  
FURTHER DESCRIBED AS LOT: 46-A; SUBDIVISION: RESURVEY OF LOTS  
43-47 CALDWELL CROSSINGS; RECORDER'S MAP REFERENCE: MB29 PG55.

102030003046000  
3090 CROSSINGS DR; BIRMINGHAM, AL 35242  
8267-CLU-0003-GRY  
15171009/f

The use of this Legal Description is limited by the terms and conditions of the FACT Title Report, the FACT Service Level Agreement, and  
the FACT Master Loan Policy.

— : Initial *CPM*

— : Initial *CPM*