

This Instrument Prepared By
JAMES W. FUHRMEISTER
ALLISON, MAY, ALVES, FUHRMEISTER,
KIMBROUGH & SHARP, L.L.C.
P.O. Box 380275
Birmingham, AL 35238
File # 00-8273

Inst. # 2000-17122

SUBORDINATION AGREEMENT

Agreement, made the 19th day of May, 2000, between REGIONS BANK fka FIRST ALABAMA BANK, Mortgagee, and REGIONS MORTGAGE, INC., Lender,

WITNESSETH:

Whereas, the said Mortgagee now owns and holds the following mortgage and the note secured thereby: Mortgage dated the 9th day of March, 1994, made by David P. Cowden and Betsy R. Cowden to First Alabama Bank, and recorded as Instrument # 1994-8405 and modified and re-filed in Instrument # 2000-3077 in the office of the Probate Judge of Shelby County, Alabama covering premises hereinafter mentioned or a part thereof; and

Whereas, the present owner of the premises hereinafter mentioned is about to execute and deliver to said Lender, a mortgage to secure the principal sum of \$143,000.00 and interest, covering premises and more fully described as follows:

Lot 35, according to the Survey of Brook Highland, First Sector, as recorded in Map Book 12,
Page 62 in the Probate Office of Shelby County, Alabama.

and

Whereas, said Lender has refused to accept said mortgage unless said mortgage held by the Mortgagee be subordinated in the manner hereinafter mentioned:

Now therefore, in consideration of the premises and to induce said Lender to accept said mortgage and note and also in consideration of one dollar paid to the Mortgagee, the receipt whereof is hereby acknowledged, the said Mortgagee hereby covenants and agrees with said Lender that said mortgage held by said Mortgagee be and shall continue to be subject and subordinate in lien to the lien of said note and mortgage in the principle amount of One Hundred Forty-Three Thousand and No/100 Dollars (\$143,000.00) and interest about to be delivered to the Lender, and to all advances heretofore made or which hereafter may be made thereon (including but not limited to all sums advanced for the purpose of paying brokerage commissions, consideration paid for making the loan, mortgage recording tax, documentary stamps, fee for examination of title, surveys, and any other disbursements and charges in connection therewith) to the extent of the last mentioned amount and interest, and all such advances may be made without notice to the Mortgagee, and to any extensions, renewals and modifications thereof.

This agreement may not be changed or terminated orally. This agreement shall bind and enure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

In Witness Whereof, the said Mortgagee has duly executed this agreement the day and year first above written.

MORTGAGEE:

REGIONS BANK fka FIRST ALABAMA BANK

By: J. Matthew Mayo
Its: ASSISTANT VICE PRESIDENT

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, in and for said County, in said State, hereby certify that J. Matthew Mayo, whose name as ASSISTANT VICE PRESIDENT, of REGIONS BANK fka FIRST ALABAMA BANK, a corporation, 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 the instrument, she, as such officer, and with full authority, executed the same voluntarily, for and as the act of the corporation on the day the same bears date.

Given under my hand and official seal this 19th day of May, 2000.

Donna A. Kery
Notary Public
My Commission Expires: _____

My Commission Expires
June 15, 2002

05/25/2000-17122
08:40 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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