

SUBORDINATION AGREEMENT

THIS SUBORDINATION OF MORTGAGE executed this 12nd day of March, 2001 by Regions Bank (hereinafter referred to as the "Mortgagee").

WITNESSETH

WHEREAS, Mortgagee is the owner and holder of that certain mortgage from Anthony F. Holmes and wife, Jenny S. Holmes to First Alabama Bank, dated April 17, 1995, recorded as Inst. #1995-11842, as amended by Amendment to Equity Assetline Mortgage by and between Anthony F. Holmes and Jenny S. Holmes, and Regions Bank, dated March 27, 1997, recorded as Inst. #1997-10936, in the Probate Office of Shelby County, Alabama being more particularly described as follows:

A parcel of land situated in the SW ¼ of the NE ¼ of Section 16, Township 21 South, Range 3 West, more particularly described as follows: Commence at the SW corner of the SW ¼ of the NE ¼ of Section 16, and go North 89 degrees 34 minutes 35 seconds East along the South boundary of said ¼-1/4 Section for 361.93 feet to the point of beginning; thence continue along this line for 214.88 feet; thence North 1 degrees 05 minutes 15 seconds for 654.08 feet to the South boundary of Big Oak Drive; thence South 86 degrees 10 minutes 55 seconds West along said South Boundary for 191.47 feet; thence South 1 degree 01 minute 04 seconds West for 642.90 feet to the point of beginning; being situated in Shelby County, Alabama.

WHEREAS, Regions Mortgage, Inc. is making a mortgage loan to Anthony F. Holmes and wife, Jenny S. Holmes (to refinance the original first mortgage loan to Real Estate Financing, now Regions Mortgage, Inc., dated February 12, 1993 recorded in Inst. #1993-05201 in the Probate Office) said loan secured by a mortgage which shall encumber the above described real property.

WHEREAS, Regions Mortgage, Inc. as a condition for making a new mortgage loan, requires Mortgagee to subordinate the lien of its mortgage to the lien of the Regions Mortgage, Inc. and mortgagee has agreed to do so.

NOW THEREFORE, for and in consideration of the premises hereof and of the mutual advantages and benefits accruing to the parties hereto, and in further consideration of the sum of TEN DOLLARS in hand paid by Regions Mortgage, Inc. the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby covenant, consent and agree to and with Regions Mortgage Inc., which was granted by Anthony F. Holmes and wife, Jenny S. Holmes to refinance the original first mortgage recorded in Inst. #1993-05201 in the Probate Office of Shelby County, Alabama which encumbers the above described property provided however, that this subordination is limited to the amount of \$40,000.00.

IN WITNESS WHEREOF, this agreement is executed the 12th day of March, 2001.

Regions Bank

By: Joe T. McEnerney
Joe T. McEnerney - Vice President

James B. Stein
Karen Murphy

Inst # 2001-10131

03/21/2001-10131
08:33 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 MB 14.00

STATE OF ALABAMA
COUNTY OF SHELBY

I the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Joe T. McEnerney, whose name as Vice President of REGIONS BANK, a corporation, is signed to the foregoing subordination, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and with official seal this the 12th day of March, 2001.



Notary Public

My Commission Expires:
2/24/2005

Inst. # 2001-10131

03/21/2001-10131

08:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MI 14.00