

SUBORDINATION AGREEMENT

THIS SUBORDINATION OF MORTGAGE executed this **6th** day of March, 2002 by Regions Bank (hereinafter referred to as the "Mortgagee").

"WITNESSETH"

WHEREAS, Mortgagee is the owner and holder of that certain Mortgage from V. Wayne Causey and wife, Donna R. Causey to Regions Bank (with a Maximum line of \$25,500.00 available to draw) recorded in Book 1997 Page 23453 in the Probate Office of Shelby County, Alabama more particularly described as follows:

All that certain parcel of land situated in the County of Shelby and State of Alabama, being known and designated As Lot 2, Country Club Estates Phase 1 as recorded in Map Book 10, Page 36, and as more fully described as Metes and bounds property in Deed Book 355 Page 390, Dated 04/23/1984, recorded 05/09/1984 in Shelby County Records.

Being the same property as conveyed from Clyde Carden And wife, Fannie Mae Carden to V. Wayne Causey and wife, Donna F. Causey, as described in Deed Book 355 Page 390, Recorded 05/09/1984 in Shelby County records.

AND WHEREAS, Washington Mutual Bank, FA formerly known as Homeside Lending, Inc. is making a mortgage loan to V. Wayne Causey and wife, Donna R. Causey (to refinance the original first mortgage loan to Pinnacle Bank, recorded in Book 1997 Page 12766 and assigned to Homeside Lending, Inc. and recorded in Book 1997 Page 16423 in the in the Probate Office of Shelby County, Alabama) in the amount of \$191,233.00 said loan secured by a mortgage which encumbers the above described property.

WHEREAS, Washington Mutual Bank, FA formerly known as Homeside Lending, Inc., as a condition for making a new mortgage loan, requires Mortgagee to subordinate the lien of its mortgage to the lien of the new Washington Mutual Bank, FA formerly known as Homeside Lending, Inc. mortgage and Mortgagee has agreed to do so.

NOW, THEREFORE, for an 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 Washington Mutual Bank FA formerly known as Homeside Lending, Inc. to mortgagee, the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby covenant, consent and agree to and with Washington Mutual Bank, FA formerly known as Homeside Lending, Inc., that the lien of Regions Bank, shall be and the same is hereby made subordinate, inferior, and subject in every respect to the lien

Inst # 2002-15454

04/03/2002-15454
08:29 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 14.00

of Washington Mutual Bank, FA formerly known as Homeside Lending, Inc. which was granted by V. Wayne Causey and wife, Donna R. Causey, to refinance the original first mortgage recorded in Book 1997 Page 12766 and assigned to Homeside Lending, Inc. and recorded in book 1997 page 16423 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 \$191,233.00.

IN WITNESS WHEREOF, this agreement is executed the day and year first above written.

Inst # 2002-15454

04/03/2002 15454
08:29 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
14-00

Signed, sealed and delivered
in the presence of:

REGIONS BANK

Patsy Parker

BY: Nick M. Landers
Nick M. Landers
Asst. Branch Manager

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said state, hereby certify that Nick M. Landers, Asst. Branch Manager, Hoover Branch, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he as such officer and with full authority, executed the same voluntarily.

Given under my hand and official seal this 6th day of March, 2002.

Regina N. Vansword

Notary Public

Commission Expires

