

SUBORDINATION AGREEMENT

This Agreement made this date by and between Regions Bank (herein called First Party), and Regions Mortgage, Inc. (herein called Second Party).

Whereas, First Party is the owner and holder of that certain mortgage recorded in Instrument #2002-26764, executed by Howard Neil Bailey, II and Heidi R. Bailey in the Probate Office of Shelby County, Alabama, which mortgage encumbers the property described as follows:

Lot 33, according to the Survey of Mallard Pointe, as recorded in Map Book 10, Page 70, in the Probate Office of Shelby County, Alabama.

Whereas, the Second Party will not make a mortgage loan on said property unless the First Party subordinates its mortgage to that mortgage of the Second Party.

Now therefore in consideration of One Dollar and other good and valuable consideration, the Parties hereto agree as follows:

The First Party, Regions Bank, consents and agrees that the lien of its mortgage recorded in Instrument #2002-26764 is and shall continue to be, subject and subordinate in lien to the lien of the mortgage in the amount of \$115,300.00 being made by the Second Party, Regions Mortgage, Inc., which mortgage is recorded in Instr. # 20020821000398270 in the said Probate Office.

Done this 15th day of August, 2002.

Regions Bank
BY: Anthony F. Holmes
Its President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Anthony F. Holmes whose name as President, of Regions 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, 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 official seal, this the 15th day of August, 2002.

James R. Dewin
Notary Public
MY COMMISSION EXPIRES OCT. 20, 2003