


## SUBORDINATION AGREEMENT

STATE OF ALABAMA  
COUNTY OF JEFFERSON
  
 20030103000007860 Pg 1/1 11.00  
 Shelby Cnty Judge of Probate, AL  
 01/03/2003 15:47:00 FILED/CERTIFIED

This Subordination Agreement, made and entered into on this the 16 day of DECEMBER, 2002, by and between: REGIONS BANK as party of the First Part and ABN AMRO MORTGAGE GROUP, INC., party of the Second Part.

## WITNESSETH:

That, Whereas, BRADLEY T. BRASHER, aka B. TODD BRASHER has an outstanding lien in favor of REGIONS BANK, dated February 1, 2002, and recorded February 12, 2002 in Book Instrument 2002-07331, in the Probate Office of Shelby County, Alabama, on certain real estate described therein to secure an indebtedness of \$20,000.00 and said lien is in full force and effect; and,

Whereas, BRADLEY T. BRASHER, made an application to the Party of the Second Part for a loan in the sum of \$121,000.00 and said Party of the Second Part is willing to make said loan to the said BRADLEY T. BRASHER, provided they furnish it with a mortgage on the lands described in the aforesaid lien, and the said Party of the First Part subordinate the above-described lien and make the same second and subservient to the mortgage of ABN AMRO MORTGAGE GROUP, INC., and

Whereas, the said Party of the First Part is willing to subordinate its said lien and make the lien second and subservient to the mortgage of the said Party of the Second Part as an inducement to it to make said loan.

Now, Therefore, in consideration of the premises and the further consideration of the sum of \$1.00, cash, in hand paid, the Party of the First Part by the Party of the Second Part, the receipt of which is hereby acknowledged, the said Party of the First Part does hereby agree that the lien of REGIONS BANK, dated February 1, 2002 and recorded February 12, 2002, in Book Instrument 2002-07331, in the Probate Office of Shelby County, Alabama, shall be subordinate to the mortgage of ABN AMRO MORTGAGE GROUP, INC..

IT IS FURTHER agreed that should BRADLEY T. BRASHER, aka B. TODD BRASHER default in the payments under the terms of the real estate mortgage to Party of the Second Part, the said Lender agrees to notify Party of the First Part of said default prior to taking legal action.

IN WITNESS WHEREOF, the said Party of the First Part has caused its name to be hereunto signed on this the 16 day of DECEMBER, 2002.

REGIONS BANK

BY: STATE OF ALABAMA  
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said county and state, hereby certify that Ken Jones whose named as Vice President of REGIONS BANK 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, the same was executed voluntarily on the day the same bears date.

Given under my hand and official seal on this 16<sup>th</sup> day of December, 2002

Notary Public, Alabama, State at Large  
My Commission Expires February 13, 2005

  
 Notary Public  
 Commission Expires: \_\_\_\_\_

Prepared By: Moseley & Associates, P.C. 3800 Colonnade Parkway, Suite 630, Birmingham, Alabama 35243