

SUBORDINATION AGREEMENT

THIS SUBORDINATION OF MORTGAGE executed this 22nd day of September 1995 by First Alabama Bank (hereinafter referred to as the "Mortgagee").

"WITNESSETH"

WHEREAS, Mortgagee is the owner and holder of that certain Second mortgage from C. Wayne Adkinson and wife, Eva B. Adkinson (with a maximum line of \$50,000.00 available to draw) to First Alabama Bank recorded in Instrument #1995-04143, in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Lot 44-A, according to the Resurvey of Sunny Meadows, 3rd Sector, as recorded in Map Book 9, Page 136, in the Probate Office of Shelby County, Alabama;

AND WHEREAS, Regions Mortgage Corporation is making a mortgage loan to C. Wayne Adkinson and wife, Eva B. Adkinson (to refinance the original first mortgage loan to First Alabama Bank recorded in Inst. # 1994-31073, in the Probate Office of Shelby County, Alabama) said loan secured by a mortgage which shall encumber the above described real Property.

WHEREAS, Regions Mortgage Corporation, as a condition for making a new mortgage loan, requires Mortgagee to subordinate the lien of its mortgage to the lien of the new Regions Mortgage Corporation 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 Corporation to Mortgagee, the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby covenant, consent and agree to and with Regions Mortgage Corporation that the lien of First Alabama Bank, shall be and the same is hereby made subordinate, inferior and subject in every respect to the lien of Regions Mortgage Corporation, which was granted by C. Wayne Adkinson and wife Eva B. Adkinson, to Regions Mortgage Corporation to refinance the original mortgage recorded in Inst. #1994-31073 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 \$162,000.00.

Inst # 1995-27001

09/26/1995-27001
01:35 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

Inst # 1995-27001

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

Signed, sealed and delivered
in the presence of:

Kathryn J. Young

FIRST ALABAMA BANK

BY:

Clayton Randall Lee, II
Senior Vice President

STATE OF ALABAMA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 22nd day of September, 1995 by Clayton Randall Lee, II Senior Vice President of First Alabama Bank, on behalf of the bank.

Walter J. Thompson
Notary Public

My Commission Expires: 2/1999

Inst # 1995-27001

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