SUBORDINATION AGREEMENT

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

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of that certain second mortgage from Lynda A. Little and spouse, Bobby W. Little (with a of \$100,000.00 available to draw) recorded in line Maximum Instrument # 1995-15367 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

> Lot 2128, according to Brook Highland, an Eddleman Community, 21st Sector, as recorded in Map Book 18 Page 52 A & B , in the Probate Office of Shelby County, Alabama.

AND WHEREAS, Regions Mortgage, Inc. is making a mortgage loan to Lynda A. Little and spouse, Bobby W. Little (to refinance the original mortgage loan to First Alabama Bank recorded in Instrument # 1994-35304 in the Probate Office of Shelby County, Alabama said loan secured by a mortgage which encumbers 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 new Regions Mortgage, Inc. 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, Inc. the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby covenant, consent and agree to and with Regions Mortgage, Inc. 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, Inc. which was granted by Lynda A. Little and spouse, Bobby W. Little to Regions Mortgage, Inc. to refinance the original mortgage recorded in Instrument # 1994-35304 encumbers the above described property; provided, however that this subordination is limited to the amount of \$300,000.00.

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

Signed, sealed and delivered in the presence of:

FIRST ALABAMA BANK

Charles G. Allen

Senior Vice President

,st # 1995-28912

10/11/1995-28912 D1:15 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 11.00 DOS MCD

STATE OF ALABAMA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 22nd 1995 by Charles G. Allen as Senior of September, Vice President, Real Estate Department of FIRST ALABAMA BANK, on behalf of the bank.

Notary Public

My Commission Expires:

1995-28912

10/11/1995-28912 Bisi5 PM CERTIFIED SHELBY COUNTY JUBGE OF PROBATE

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