

**SUBORDINATION AGREEMENT**

THIS SUBORDINATION OF MORTGAGE executed this 3-25-96 day of March 1995 by First Alabama Bank (hereinafter referred to as the "Mortgagee").

**"WITNESSETH"**

WHEREAS, Mortgagee is the owner and holder of that certain mortgage from Terrance L. Hyatt and wife, Cecila A. Hyatt (with a maximum line of \$50,000.00 available to draw) to First Alabama Bank recorded in Instrument No. 1996-02491 in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Lot 10, according to the Map of Greystone, 6th Sector, as recorded in Map Book 17, Page 54 A, B & C in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

TOGETHER WITH THE non-exclusive easements to use the private roadways, Common Areas and Hugh Daniel Drive all as more particularly described in the Greystone Residential Declaration of Covenants, conditions, and restrictions dated November 6, 1990, and recorded in Real 317, page 260, in the Probate Office of Shelby County, Alabama and all amendments thereto.

WHEREAS, Regions Mortgage, Inc. is making a mortgage loan to Terrance L. Hyatt and Wife, Cecila A. Hyatt (to refinance the original first mortgage loan to Merrill Lynch Credit Corporation recorded in Inst. # 1994-23630 in the Probate office of Shelby County, Alabama) in the amount of \$271,000.00 said loan secured by a mortgage which shall encumber 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. 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. to Mortgagee, 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 Terrance L. Hyatt and wife, Cecila A. Hyatt, to refinance the original

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first mortgage recorded in Inst. No. 1994-23620 in the Probate Office of Shelby County, which encumbers the above described property provided, however that this subordination is limited to the amount of \$271,000.00.

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

Signed, sealed and delivered  
in the presence of:

Norma Ratliff

FIRST ALABAMA BANK

BY: Suzanne E. Pearson  
Suzanne E. Pearson  
Branch Manager

STATE OF ALABAMA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March, 1996 by Suzanne E. Pearson, Branch Manager of First Alabama Bank, Trussville Branch, on behalf of the bank.

Catrina Dale Spill  
Notary Public

My Commission Expires: 1/10/98

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09:27 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 SMA 11.00