

SUBORDINATION AGREEMENT

THIS SUBORDINATION OF MORTGAGE executed this 21st day of April 1998 by Regions Bank (formerly First Alabama Bank) (hereinafter referred to as the "Mortgagee").

"WITNESSETH"

WHEREAS, Mortgagee is the owner and holder of that certain mortgage from A. D. Jordan (also known as Alfred D. Jordan) and wife, Jean F. Jordan (with a maximum line of \$58,000.00 available to draw) to Regions Bank (formerly First Alabama Bank) recorded in Instrument # 1997/21052, in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED

WHEREAS, Regions Mortgage, Inc. is making a mortgage loan to A. D. Jordan (also known as Alfred D. Jordan) and wife, Jean F. Jordan (to refinance the original first mortgage loan to Regions Mortgage (formerly Real Estate Financing, Inc.), and recorded in Inst. #1996/24746 in the Probate office of Shelby County, Alabama.) in the amount of \$147,750.00 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. 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 Regions 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 A. D. Jordan (also known as Alfred D. Jordan) and wife, Jean F. Jordan, to refinance the original first mortgage recorded in Inst. #1996/24746, which encumbers the above described property provided, however that this subordination is limited to the amount of 147,750.00.

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

Signed, sealed and delivered
in the presence of:

Ronald L. Smith

REGIONS BANK

BY:

Dollie B. Young
Dollie B. Young
Vice President

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dollie B. Young, whose name as Vice President of Regions Bank, Mountain Brook Office, a corporation, is signed to the foregoing subordination agreement and who is personally known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 21st day of April, 1998.

Jennie J. Walsh
Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES JUNE 17, 2001

EXHIBIT "A"

KNOW ALL MEN BY THESE PRESENTS: That in consideration of an exchange of lands and One Dollar (\$1.00) to the undersigned grantors in hand paid by the GRANTEE hereinafter, the receipt whereof is acknowledged, we, George L. Stewart and wife, Robbie J. Stewart; H. John Bosshart and wife, Martha J. Bosshart; A. D. Jordan and wife, Jean F. Jordan, (herein referred to as grantors) do grant, bargain, sell and convey unto A. D. Jordan and wife, Jean F. Jordan, (herein referred to as GRANTEE), as joint tenants, with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:

SURFACE RIGHTS ONLY TO:

The NE 1/4 of NE 1/4 of SW 1/4, the NW 1/4 of NW 1/4 of SE 1/4, and the E 1/2 of the NW 1/4 of SE 1/4 of Section 22, Township 20 South, Range 1 West, being a part of Parcel "L" of A Resurvey of Parcels C, G, L, and K, TRACT NINE SUBDIVISION (As Recorded in M.B. 10 at page 32), according to map or plat of subdivision recorded in Map Book 11 at page 20, office of Judge of Probate of Shelby County, Alabama.

together with a sixty (60) foot wide non-exclusive right-of-way across the Northeast corner of the SE 1/4 of SE 1/4, Section 22, Township 20 South, Range 1 West, Shelby County, Alabama, being described as follows: said right of way having a Northeast margin being the Northeast corner of the SE 1/4 of SE 1/4 of said Section 22 and a South margin being sixty (60) feet South, sixty (60) feet Southwest, and sixty (60) feet West of the NE corner of the SE 1/4 of SE 1/4 of said Section 22, Township 20 South, Range 1 West, Shelby County, Alabama, being a part of Parcel C of a Resurvey of Parcels C, G, L & K of TRACT NINE SUBDIVISION, as recorded in Map Book 11, page 20, in the Probate Office of Shelby County, Alabama.

ALSO TOGETHER WITH a sixty (60) foot wide non-exclusive road right-of-way along the North line of SW 1/4 of SW 1/4, Section 22, Township 20 South, Range 1 West, Shelby County, Alabama, heretofore reserved on Deed from Gulf States Paper Corporation to Louis Douglas Joseph and wife, Kathy Joseph, dated June 18, 1985, and recorded in Real Record 012, page 353, in the Probate Office of Shelby County, Alabama.

ALSO TOGETHER WITH a sixty (60) foot wide non-exclusive right-of-way along the West side of SE 1/4 of NE 1/4 of SW 1/4 and that part of the E 1/2 of SE 1/4 of the SW 1/4 of Section 22, Township 20 South, Range 1 West, lying North of County Highway 169, Shelby County, Alabama, being a part of Parcel G of a Resurvey of Parcels C, G, L & K of TRACT NINE SUBDIVISION, as recorded in Map Book 11, page 20, in the Probate Office of Shelby County, Alabama.

ALSO TOGETHER WITH a thirty (30) foot wide non-exclusive road and utilities right of way over and across the South thirty (30) feet of the NE 1/4 of the SE 1/4 of Section 22, Township 20 South, Range 1 West, for the benefit of the grantees, their heirs, assigns, and successors in title.

Inst # 1998-21616

06/11/1998-21616
08:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NC3 12.50