

SUBORDINATION AGREEMENT

STATE OF ALABAMA, Shelby COUNTY

This Subordination Agreement, made and entered into on this the 16th day of January, 2001, by and between:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

as party of the First Part, and:

REGIONS MORTGAGE, INC.

as party of the Second Part.

WITNESSETH:

THAT, WHEREAS, RICHARD ALAN BRAZIL and PAMELA A. BRAZIL, has an outstanding lien in favor of FIRST TENNESSEE BANK NATIONAL ASSOCIATION dated the 3rd day of June, 1997 and recorded in the Probate Office of Shelby County, Alabama, on certain real estate described therein to secure an indebtedness of \$ 25,000.00, and said lien is in full force and effect; and,

WHEREAS, RICHARD ALAN BRAZIL and PAMELA A. BRAZIL, has made an application to the Party of the Second Part for a loan in the sum of \$84950.00 and said Party of the Second Part is willing to make said loan to the said RICHARD ALAN BRAZIL and PAMELA A. BRAZIL, provided he/she/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 REGIONS MORTGAGE, 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 \$ 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 RICHARD ALAN BRAZIL and PAMELA A. BRAZIL, dated June 3, 1997 and recorded in Probate Office of Shelby County, Alabama in Volume 1997 at Page 18436, to secure the said lien shall be subordinate to the mortgage of REGIONS MORTGAGE, INC..

IT IS FURTHER agreed that should RICHARD ALAN BRAZIL and PAMELA A. BRAZIL 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 31st day of January, 2001.

FIRST TENNESSEE BANK NATIONAL ASSOCIATION By [Signature] Vice-President

TN STATE OF ALABAMA COUNTY OF Shelby [Signature]

I, the undersigned, a Notary Public in and for said county and state, hereby certify that [Signature] whose name as Vice President of FIRST TENNESSEE BANK NATIONAL ASSOCIATION, 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 31st day of January, 2001.

[Signature] Notary Public My Commission expires: MY COMMISSION EXPIRES JAN. 15, 2003

PREPARED BY: STEWART & ASSOCIATES, P.C. 3595 GRANDVIEW PARKWAY, STE. 350 BIRMINGHAM, AL 35243

02/22/2001-06007 08:21 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 001 CJ1 11.00

Inst # 2001-06007