

STATE OF ALABAMA
COUNTY OF SHELBY

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made and entered into this the 30th day of April, 2001 by and between **First Commercial Bank**, (hereinafter "First Commercial"), and **Regions Bank** (hereinafter "Regions").

WITNESSETH THAT, WHEREAS, Brigham Williams Inc., has an outstanding mortgage lien in favor of **First Commercial Bank** on that certain real property described hereinafter to secure an indebtedness in the amount of **\$ 202,500.00**, and said lien is in full force and effect, said real property being more particularly described as follows:

and,

WHEREAS, A.D. Chandler Co., Inc. (hereinafter "Borrower", whether one or more), has/have made an application to **Regions** for a loan in the sum of **\$202,500.00** and **Regions** is willing to make said loan to Borrower provided he/she/they furnish it with a mortgage on the lands described in the aforesaid lien, and further provided that **First Commercial** subordinate the above described lien and make the same second and subservient to the mortgage of **Regions**;

and,

WHEREAS, it is the desire and intention of **First Commercial** to subordinate the lien, operation and effect of the above described mortgage in favor of **First Commercial**, for the full balance thereof, to the lien and operation of **Regions** aforesaid mortgage, in order that last said lien and mortgage shall become a lien of first priority on the real property described hereinabove, and further, that the lien and mortgage in favor of **First Commercial** shall be, and the same are by these presents made, second, junior and subservient to that lien and mortgage of **Regions** in every manner whatsoever.

NOW THEREFORE, in consideration of the premises and the sum of Ten and 00/100 (\$10.00), receipt of which is acknowledged, the undersigned do/does hereby agree that the mortgage lien of **Brigham Williams, Inc.** to **First Commercial**, dated April 30th, 2001, and recorded in Instrument No. 1996-09059 in the Office of the Judge of Probate of Shelby County, Alabama, shall be second and subservient to that certain first mortgage of **A.D. Chandler Co., Inc.** to **Regions**, dated 5/14/01 and recorded in Instrument No. 2001 - 21541, in the Office of the Judge of Probate of Shelby County, Alabama, to secure the sum of **\$202,500.00**, plus interest thereon, said lien of **First Commercial Bank** being subordinated to the first mortgage of **Regions Bank**.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this the 30th day of April, 2001.

FIRST COMMERCIAL BANK

BY:


T. Lane Wooley, Vice President

Inst # 2001-21542

05/29/2001-21542
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SHELBY COUNTY JUDGE OF PROBATE

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14.00

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that T. Lane Wooley, whose name as Vice President of First Commercial Bank, who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he/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 official seal, the 20th day of April, 2001.

Donna G. M. High
Notary Public
My Commission Expires: 1/3/05

Inst # 2001-21542

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