

SUBORDINATION AGREEMENT

THIS SUBORDINATION OF MORTGAGE executed this *17th* day of January, 2002 by Regions Bank (hereinafter referred to as the "Mortgagee").

"WITNESSETH"

WHEREAS, Mortgagee is the owner and holder of that certain Mortgage from Stephen T. Blackburn and Rhonda E. Hoggle to Regions Bank (with a Maximum line of \$70,000.00 available to draw) recorded in Instrument No. 2001-21111 in the Probate Office of Shelby County, Alabama more particularly described as follows:

Lot 3, according to the Survey of Mountain Park, First Sector, as recorded in Map Book 9, Page 103, in the Probate Office of Shelby County, Alabama.

AND WHEREAS, The Bank and/or its successors and assigns is making a mortgage loan to Stephen T. Blackburn and Rhonda E. Hoggle (to refinance the original first mortgage loan to South States Mortgage Corporation recorded in Inst. No. 1995-30972 in the Probate Office of Shelby County, Alabama) in the amount of \$300,000.00 said loan secured by a mortgage which encumbers the above described property.

WHEREAS, The Bank and/or its successors and assigns, as a condition for making a new mortgage loan, requires Mortgagee to subordinate the lien of its mortgage to the lien of the new The Bank and/or its successors and assigns Mortgage and Mortgagee has agreed to do so.

NOW, THEREFORE, for an 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 The Bank and/or its successors and assigns to mortgagee, the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby covenant, consent and agree to and with The Bank and/or its successors and assigns, 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 The Bank and/or its successors and assigns which was granted by Stephen T. Blackburn and Rhonda E. Hoggle, to refinance the original first mortgage recorded in Inst. No. 1995-30972 in the Probate Office of Shelby County, Alabama, which encumbers the above described property; provided, however that this subordination is limited to the amount of \$300,000.00.

Inst # 2002-07550

02/13/2002-07550
11:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 14.00

Inst # 2002-07550

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

Signed, sealed and delivered
in the presence of:

REGIONS BANK

Kelly Thompson

BY: M. Obera Currin
M. Obera Currin
Vice President

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said state, hereby certify that M. Obera Currin as Vice President, Financial Services, 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, she as such officer and with full authority, executed the same voluntarily.

Given under my hand and official seal this 17th day of January, 2002.

Martha D. Mobee

Notary Public

Commission Expires 3/6/05

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