

SUBORDINATION AGREEMENT

THIS SUBORDINATION OF MORTGAGE executed this 21st day of March, 2002 by Regions Bank (hereinafter referred to as the "Mortgagee").

"WITNESSETH"

WHEREAS, Mortgagee is the owner and holder of that certain Mortgage from William A. Shores and wife, Tina F. Shores to Regions Bank (with a Maximum line of \$60,000.00 available to draw being amended and decreased to \$45,150.00) recorded in Instrument No. 1996-788 and re-recorded in Instrument No. 1997-13949 and amended and recorded in Instrument No. 1997-13950 in the Probate Office of Shelby County, Alabama more particularly described as follows:

Lot 299, according to the Survey of Brook Highland, 7th Sector, as recorded in Map Book 13, Page 99 A & B, in the Probate Office of Shelby County, Alabama. Minerals & mining rights excepted.

AND WHEREAS, Regions Mortgage, Inc. is making a mortgage loan to William A. Shores and wife, Tina F. Shores (to refinance the original first mortgage loan to Regions Mortgage, Inc. as recorded in Instrument No. 1999-8776 in the Probate Office of Shelby County, Alabama) in the amount of \$240,800.00 said loan secured by a mortgage which encumbers the above described 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 William A. Shores and wife, Tina F. Shores, to refinance the original first mortgage recorded in Instrument No. 1999-8776 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 \$240,800.00.

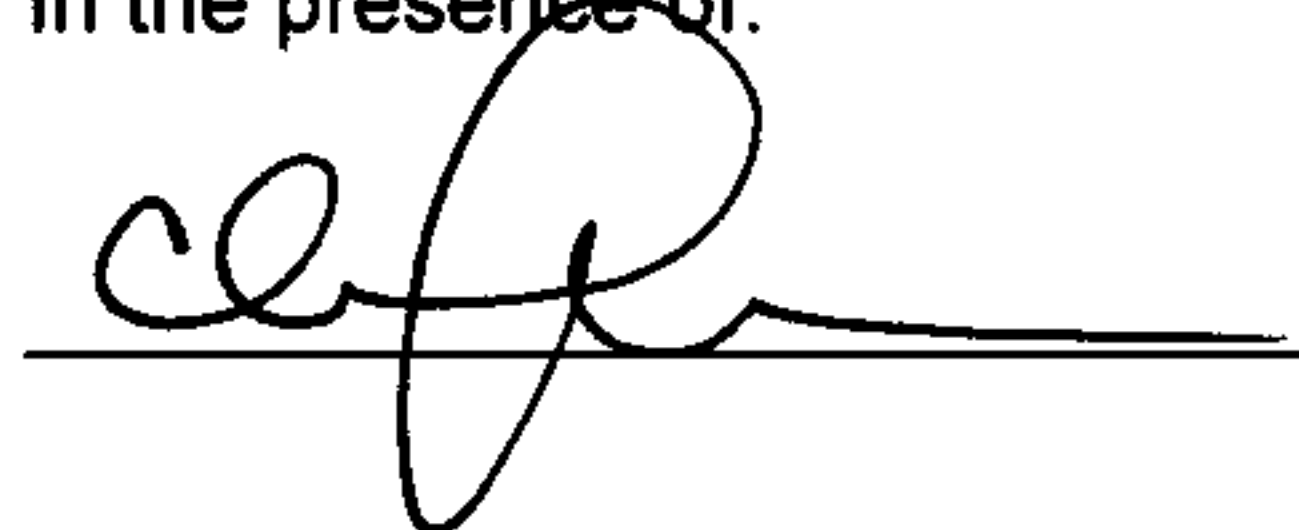
IN WITNESS WHEREOF, this agreement is executed the day and year first above written.

REGIONS BANK

Signed, sealed and delivered
In the presence of:

BY:


Maclin F. Smith, III
President



Inst # 2002-14498

03/28/2002-14498
09:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MSB 14.00

**STATE OF ALABAMA
JEFFERSON COUNTY**

I, the undersigned, a Notary Public in and for said County in said state, hereby certify that Maclin F. Smith, III as President, 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, he as such officer and with full authority, executed the same voluntarily.

Given under my hand and official seal this 21st day of March, 2002.


Notary Public

My Commission Expires MY COMMISSION EXPIRES MAY 27, 2003

Inst # 2002-14498

03/28/2002-14498
09:13 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 MSB 14.00