

**SUBORDINATION AGREEMENT**

  
20021017000509420 Pg 1/3 17.00  
Shelby Cnty Judge of Probate, AL  
10/17/2002 14:15:00 FILED/CERTIFIED

THIS AGREEMENT is made and entered into on this 10 day of OCTOBER, 2002, by REGIONS BANK (hereinafter referred to as "Mortgagee") in favor of REGIONS MORTGAGE, INC (hereinafter referred to as "Mortgage Company"), its successors and assigns.

**WITNESSETH:**

WHEREAS, Mortgagee did made a loan to CHARLES E. BALDWIN (the "Borrower", whether one or more) for the sum of Fifty Thousand & NO/100 Dollars (\$ 50,000.00) which loan is secured by a mortgage dated February 3, 2000 (hereinafter "the Mortgage") executed by Borrower in favor of Regions Bank and recorded in Instrument #2000-04114 in the Probate Office of Shelby County, Alabama, covering the property further described as follows:

The property as described on Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, Borrower has requested the Mortgage Company lend to it the sum of EIGHT HUNDRED THIRTY-SIX THOUSAND AND NO/100 DOLLARS (\$836,000.00) (the "Loan"), such Loan to be evidenced by a Promissory Note in such amount executed by Borrower in favor of the Mortgage Company and secured by a Mortgage of even date therewith (the "Mortgage Company Mortgage") covering the property described herein, said Mortgage having been recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument # 20021017000509410

WHEREAS, the Mortgage Company has agreed to make a loan to Borrower, if, but only if, the Mortgage Company Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Mortgagee on the terms set forth below and provided that the Mortgagee will specifically and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of the Mortgage Company Mortgage on the terms set forth below.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged, and in order to induce the Mortgage Company to make the Loan above referred to, Mortgagee agrees as follows:

1. The Mortgage Company Mortgage and the Note secured by the Mortgage Company Mortgage and the debt evidenced by such Note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all said debt and on any and all renewals and extensions shall be and remain at all times a liens or charge on the property covered by the Mortgage Company Mortgage, prior and superior to the lien or charge to the Mortgagee.

2. Mortgagee acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien of charge of the Mortgagee in favor of the lien or charge of the Mortgage Company Mortgage, and that it understands that, in reliance upon and in consideration of the waiver, relinquishment, and subordination, specific loans and advances are being and will be made, and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into by the

Mortgage Company which would not be made or entered into but for such reliance upon this waiver, relinquishment and subordination.

3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the Mortgage Company Mortgage, as to the priority thereof, and there are no agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.

4. This agreement shall be binding upon the Mortgagee, its successors and assigns and shall inure to the benefit of the Mortgage Company, its successors and assigns.

5. No waiver shall be deemed to be made by the Mortgage Company of any of its rights hereunder unless the same shall be in writing signed on behalf of the Mortgage Company, and each such waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the Mortgage Company or the obligations of the Borrower to the Mortgage Company hereunder in any other respect at any other time.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

ATTEST:

REGIONS BANK

Matthew Orsini

BY:

[Signature]

(ITS: \_\_\_\_\_)

ITS: VP

#### ACKNOWLEDGMENT

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ROBERT R. PLESS, whose name as V-P of REGIONS BANK, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, being informed of the contents of this instrument, he, as such officer, and with full authority, executed the same voluntarily, as an act of said NATIONAL BANKING ASSOCIATION, on the day the same bears date.

Given under my hand and official seal, this the 10<sup>th</sup> day of October, 2002.

Cynthia Penick  
NOTARY PUBLIC  
My Commission expires: 02-05-05

**EXHIBIT "A"**

From the Southwest corner of Section 9, Township 21 South, Range 1 East, Shelby County, Alabama; run South 89° 48.1' East along the section line, 986.50 feet to the point of beginning; thence continue South 89° 48.1' East along said line, 2948.27 feet to the Southeast corner of the Southwest quarter of the Southeast quarter of said section; thence North 0° 05.2' East, 2677.53 feet to the Northeast corner of the Northwest quarter of the Southeast quarter of said section; thence North 89° 52.6' West, 1887.82 feet; thence South 4° 33.5' East, 1327.11 feet; thence North 52° 15.8' West, 658.61 feet; thence South 79° 27.5' West, 141.45 feet; thence South 27° 07' West, 438.02 feet to the Northeast corner of the Southwest quarter of the Southwest quarter of said section; thence North 89° 49.2' West, 1276.06 feet to the East right of way of County Road 5; thence South 0° 25.4' East along said right of way, 912.98 feet; thence South 89° 48.1' East, 958.75 feet; thence South 0° 25.4' East, 424.0 feet to the point of beginning.

Also known as:

Lots A, B, C, D, E & F, according to the Survey of Sector Two Trail's End, as recorded in Map Book 11, page 14, in the Probate Office of Shelby County, Alabama.

Lots 3, 4 & 5 according to the Survey of Sector One Trail's End, as recorded in Map Book 11, page 15, in the Probate Office of Shelby County, Alabama.

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 07-27-2001 BY 60322 UCBAW