

THIS INSTRUMENT WAS PREPARED BY: JEFFREY R. LEES, NEWMAN LEES, LLC 300 OFFICE PARK DRIVE

SUBORDINATION AGREEMENT

STATE OF ALABAMA)

)

KNOW ALL MEN BY THESE PRESENTS THAT:

SHELBY COUNTY)

WHEREAS, Michael G. Upchurch and Beverly D. Upchurch (HEREIN THE "BORROWER", WHETHER ONE OR MORE) OWNS CERTAIN REAL PROPERTY SITUATED IN Shelby County, ALABAMA, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

Lot 55, according to the Survey of Wynlake Subdivision, Phase 111, as recorded in Map Book 21, page 84, in the Probate Office of Shelby County, Alabama.

(HEREIN THE "PROPERTY"); AND

WHEREAS, Regions Bank IS THE PRESENT HOLDER AND OWNER OF A MORTGAGE LIEN ON THE PROPERTY EXECUTED BY Michael G. Upchurch and Beverly D. Upchurch IN FAVOR OF Regions Bank, DATED THE March 23, 1999, AND RECORDED IN Instrument No. 1999-13284, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. (HEREIN THE "PRIOR MORTGAGE"); AND

WHEREAS, THE BORROWER IS DESIROUS OF OBTAINING AN ADDITIONAL MORTGAGE LOAN FROM ABN AMRO Mortgage Group, Inc. (HEREIN THE "LENDER") IN THE AMOUNT OF \$168,000.00 TO BE SECURED BY THE PROPERTY; AND

WHEREAS, THE LENDER IS UNWILLING TO TAKE A LIEN ON THE PROPERTY SUBJECT TO THE PRIOR MORTGAGE; AND

WHEREAS, THE HOLDER OF THE PRIOR MORTGAGE IS, UNDER CERTAIN CONDITIONS, WILLING TO SUBORDINATE ITS LIEN TO THAT OF THE LENDER;

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS IN HAND PAID TO THE HOLDER OF THE PRIOR MORTGAGE, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE HOLDER OF THE PRIOR MORTGAGE HAS AGREED TO AND BY THESE PRESENTS DOES WAIVE THE PRIORITY OF THE LIEN OF THE PRIOR MORTGAGE INsofar AS THE FOLLOWING DESCRIBED MORTGAGE IS CONCERNED, BUT NOT OTHERWISE:

THAT CERTAIN MORTGAGE FROM Michael G. Upchurch and Beverly D. Upchurch TO LENDER IN THE AMOUNT OF \$168,000.00, WHICH SAID MORTGAGE IS RECORDED SUBSEQUENT TO THE DATE OF THIS DOCUMENT (HEREIN THE "SUBSEQUENT MORTGAGE"); AND

THE HOLDER OF THE PRIOR MORTGAGE HEREBY CONSENTS TO THE SUBORDINATION OF THE PRIOR MORTGAGE TO THE SUBSEQUENT MORTGAGE, AND AGREES THAT THE PRIOR MORTGAGE SHALL BE JUNIOR AND INFERIOR TO THE SUBSEQUENT LIEN; AND FURTHER

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS SUBORDINATION AGREEMENT SHALL NOT AFFECT THE LIEN OF THE PRIOR MORTGAGE OTHER THAN AS INDICATED HEREIN, NOR SHALL IT AFFECT OR MODIFY THE OBLIGATIONS SECURED BY THE PRIOR MORTGAGE, AND SAID OBLIGATION SHALL CONTINUE IN FORCE AND AFFECT UNTIL FULLY PAID, SATISFIED, AND DISCHARGED.

IN WITNESS WHEREOF, THE HOLDER OF THE PRIOR MORTGAGE, BY ITS VICE PRESIDENT, WHO IS AUTHORIZED TO EXECUTE THIS SUBORDINATION AGREEMENT, HAS HEREUNTO SET ITS SIGNATURE AND SEAL ON THIS THE 23rd DAY OF December, 2002,

Regions Bank

By D. L. A. Swann VP
ITS

STATE OF Alabama
Jefferson COUNTY

THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT Dale A Swanson WHOSE NAME AS VP OF REGIONS BANK IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF SAID INSTRUMENT, HE AS SUCH OFFICER, AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE AG OF SAID CORPORATION.

MY COMMISSION EXPIRES:

Bethany K. Buxllett
NOTARY PUBLIC

MY COMMISSION EXPIRES MARCH 23, 2004