



20030204000065430 Pg 1/2 14.00  
Shelby Cnty Judge of Probate, AL  
02/04/2003 09:25:00 FILED/CERTIFIED

*This Instrument Prepared By:*  
JAMES W. FUHRMEISTER  
ALLISON, MAY, ALVIS, FUHRMEISTER,  
KIMBROUGH & SHARP, L. L. C.  
P. O. Box 380275  
Birmingham, AL 35238  
File # 03-077

## SUBORDINATION AGREEMENT

Agreement, made the 29 day of January, 2003, between COLUMBIANA PROPERTIES, LTD., Mortgagee, and REGIONS BANK, a corporation, Lender,

WITNESSETH:

Whereas, the said Mortgagee now owns and holds the following mortgage and the note secured thereby: Mortgage dated the February 19, 1999 made by W. T. Development, LLC to Columbiana Properties, Ltd. and recorded as Instrument # 1999-07385 in the office of the Probate Judge of Shelby County, Alabama covering premises hereinafter mentioned or a part thereof; and

Whereas, the present owner of the premises hereinafter mentioned is about to execute and deliver to said Lender, a mortgage to secure the principal sum of \$762,188.40 and interest, covering premises and more fully described as follows:

Lot 1, according to the Survey of Columbiana Baptist Medical Square, as recorded in Map Book 25, page 29, in the Probate Office of Shelby County, Alabama.

and

Whereas, said Lender has refused to accept said mortgage unless said mortgage held by the Mortgagee be subordinated in the manner hereinafter mentioned;

Now therefore, in consideration of the premises and to induce said Lender to accept said mortgage and note and also in consideration of one dollar paid to the Mortgagee, the receipt whereof is hereby acknowledged, the said Mortgagee hereby covenants and agrees with said Lender that said mortgage held by said Mortgagee be and shall continue to be subject and subordinate in lien to the lien of said note and mortgage in the principle amount \$762,188.40 and interest about to be delivered to the Lender, and to all advances heretofore made or which hereafter may be made thereon (including but not limited to all sums advanced for the purpose of paying brokerage commissions, consideration paid for making the loan, mortgage recording tax, documentary stamps, fee for examination of title, surveys, and any other disbursements and charges in connection therewith) to the extent of the last mentioned amount and interest, and all such advances may be made without notice to the Mortgagee, and to any extensions, renewals and modifications thereof.

This agreement may not be changed or terminated orally. This agreement shall bind and



enure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

In Witness Whereof, the said Mortgagee has duly executed this agreement the day and year first above written.

**MORTGAGEE:**

COLUMBIANA PROPERTIES, LTD., an  
Alabama limited partnership

By: William T. Rasco  
William T. Rasco, General Partner

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, in and for said County, in said State, hereby certify that William T. Rasco, whose name as General Partner, of Columbiana Properties, Ltd., an Alabama limited partnership, 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 the instrument, he, as such General Partner, and with full authority, executed the same voluntarily, for and as the act of the limited partnership on the day the same bears date.

Given under my hand and official seal this 29<sup>th</sup> day of January, 2003.  
2003.

Rebecca Brasher  
Notary Public  
My Commission Expires: 3-15-05