

SUBORDINATION AGREEMENT

This Agreement made this date by and between Regions Bank (herein called First Party), and Castle Mortgage Corporation (herein called Second Party).

Whereas, First Party is the owner and holder of that certain mortgage recorded in Instr.No. 2002-13598. and executed by David M. Coley and Sherrill Q. Coley in the Probate Office of Shelby County, Alabama, which mortgage encumbers the property described as follows:

Lot 9, in Block 1, according to the Map and Survey of Gross Addition to Altadena South, 1st Phase of 1st Sector as recorded in Map Book 5, page 122, in the Probate Office of Shelby Alabama.

Whereas, the Second Party will not make a mortgage loan on said property unless the First Party subordinates its mortgage to that mortgage of the Second Party.

Now therefore in consideration of One Dollar and other good and valuable consideration, the Parties hereto agree as follows:

The First Party, Regions Bank, consents and agrees that the lien of its mortgage recorded in Inst. No. 2002-13598 is and shall continue to be, subject and subordinate in lien to the lien of the mortgage in the amount of \$116,850.00 being made by the Second Party, which mortgage is recorded in Instr. # 20030212000088370 in the said Probate Office.

Done this 4th day of January, 2003.

REGIONS BANK

BY: *V. L. A. Sumner*
Its *VP*

STATE OF ALABAMA
COUNTY OF *Jefferson*

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that *Deal A. Sumner* whose name as *Vice Pres*, of Regions Bank, a corporation, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the *4* th day of January, 2003.

Diane B. Dial
Notary Public