

  
20030410000219680 Pg 1/2 14.00  
Shelby Cnty Judge of Probate, AL  
04/10/2003 11:39:00 FILED/CERTIFIED**SUBORDINATION AGREEMENT**

STATE OF ALABAMA

SHELBY COUNTY

This agreement is made and entered into on this 1 Day of April,  
by **REGIONS BANK**, (hereafter "Mortgagee") in favor of **COUNTRYWIDE HOME  
LOANS, INC.**, (hereafter "Mortgage Company"), its successors and assigns.

WHEREAS, Mortgagee did loan to, **R. DANIEL BRAMBLETT AND KRISTI  
BRAMBLETT** (hereafter "Borrower", whether one or more) the sum of **\$25,000.00**, which loan  
is evidenced by a note and mortgage dated **4/2/02**, executed by Borrower in favor of Mortgagee,  
said mortgage filed and recorded as Instrument Number 2002-18212, in the Office of the Judge  
of Probate of Shelby County;

AND WHEREAS, Borrower has requested the Mortgage Company lend to it the sum of  
**\$278,400.00** evidenced by a note and mortgage in favor of said Mortgage Company, dated on or  
about ~~March~~ April 2, 2003, and recorded on the 16<sup>th</sup> Day of April, 2003 as  
Instrument Number 20030410000219670 in the Office of the Probate Records of Jefferson  
County, and

WHEREAS, the Mortgage Company has agreed to make said loan to borrower but only if  
Mortgage Company Mortgage shall be a superior lien to the lien of the Mortgagee.

NOW THEREFORE, in consideration of the premises and for one dollar, the receipt of  
which is hereby acknowledged, Mortgagee agrees as follows:

1. That the lien of mortgage executed by the Borrower to Mortgagee is and shall be  
subordinated to the lien of the mortgage executed by the Borrower to the Mortgage Company  
Mortgage.
2. That the mortgage executed by the Borrower to Mortgagee is and shall be  
subordinated both in lien and payment to the mortgage executed by the Borrower to the  
Mortgage Company to the extent that the mortgage to Lender is, as a result of this Subordination  
Agreement, a validly perfect first lien security interest in the above described property.
3. That to the extent the mortgage of the Mortgage Company is, as result of this  
Subordination Agreement a validly perfect first lien security interest in the above-described  
property, the lien of the mortgage executed by Borrower to Mortgage Company shall not be  
affected or impaired by a judicial sale under a judgment recovered under the mortgage made by  
Borrower to Mortgagee, but any such sale shall be subject to the lien of the said mortgage  
executed by the Borrower to Mortgage Company as well as any judgment obtained upon the  
bond or note secured thereby.

IN WITNESS WHEREOF, the Mortgagee has hereto set its hand and seal the date first

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above written.

REGIONS BANK

By: *John F. Collier*  
Title: *Branch Manager / consumer loan officer*

State of Alabama

County of Shelby

I, the undersigned authority, a Notary Public in and for said county in said state hereby certify that *John Collier*, whose name as *Branch Manager*, 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/she, acting with full authority executed the same voluntarily on day same bears date for and as act of said corporation.

Given under my hand and seal this the *1* Day of *April* *2003*

*Donna Alvey*  
Notary Public  
My Commission Expires:

This instrument prepared by:

Stephen D. Keith  
230 Bearden Road  
Pelham, Alabama 35124

**My Commission Expires**  
**June 15, 2006**