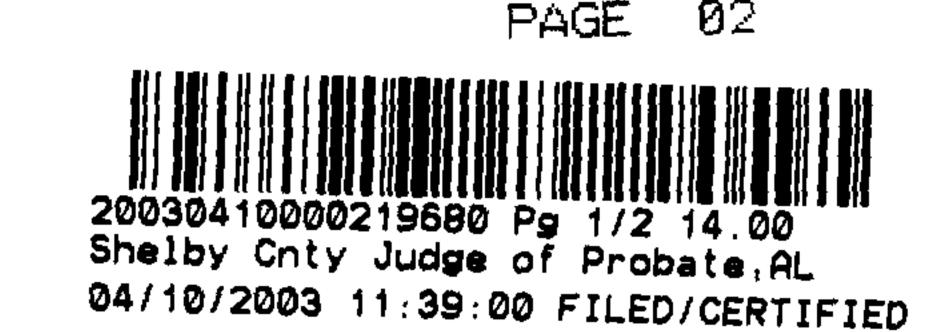
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## SUBORDINATION AGREEMENT

STATE OF ALABAMA

SHELBY COUNTY

This agreement is made and entered into on this \_\_\_\_\_ Day of \_\_\_\_\_\_\_, 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 42003, and recorded on the 10th Day of 4011, 2003 as Instrument Number 200304/0002/9670 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

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

above written.

REGIONS BANK

By: Branch Manager/Consumer loan Officer

State of Alabama

County of Shelby

I, the und certify that	ersigned authority	, a Notary Pul		aid county in said s whose name as	tate hereby
			Regions	Rowledged befor	
day that, being in	formed of the cor	itents of said is	nstrument, he/sh	knowledged before, acting with full act of said corpora	authority
Given und	der my hand and s	eal this the	Day of	Aul	2003
			00nn	aallen	
		Not	ary Public		
		$M_{ m V}$	Commission Ex	nires:	

This instrument prepared by:

Stephen D. Keith 230 Bearden Road Pelham, Alabama 35124 My Commission Expires
June 15, 2006