



20030917000624490 Pg 1/2 14.00  
Shelby Cnty Judge of Probate, AL  
09/17/2003 09:50:00 FILED/CERTIFIED

**SUBORDINATION AGREEMENT**

STATE OF ALABAMA

SHELBY COUNTY

This agreement is made and entered into on this 11 Day of Sept, 2003,  
by **REGIONS BANK**, (hereafter "Mortgagee") in favor of **COUNTRYWIDE HOME**  
**LOANS, INC.**, (hereafter "Mortgage Company"), its successors and assigns.

WHEREAS, Mortgagee did loan to **TIMOTHY B LEWIS AND KATHY H LEWIS**,  
(hereafter "Borrower", whether one or more) the sum of **\$25,000.00**, which loan is evidenced by  
a note and mortgage dated 4/26/2001, executed by Borrower in favor of Mortgagee, said  
mortgage filed 5/11/2001 and recorded as Instrument Number 2001/19193 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  
**not more than \$84,450.00** evidenced by a note and mortgage in favor of said Mortgage  
Company, dated on or about 9/12/03, and recorded on the \_\_\_\_\_ Day of  
\_\_\_\_\_, 2003 as Instrument Number 20030917000624480 in the Office of the Probate  
Records of Shelby 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.

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

Regions Bank

Billy R. Jones  
By: Vice-President  
Title:

State of Alabama

County of Jefferson

I, the undersigned authority, a Notary Public in and for said county in said state hereby certify that Billy R. Jones whose name as Vice-President, 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 10 Day of September 2003

Shirley Armstrong  
Notary Public

My Commission Expires:

This instrument prepared by:

Stephen D. Keith  
230 Bearden Road  
Pelham, Alabama 35124

MY COMMISSION EXPIRES  
MAY 2, 2006