

SUBORDINATION AGREEMENT

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

Whereas, the First Party is the owner and holder of that certain mortgage recorded in Instr.# 2002-62348 and executed by Richard O. Davis and Lyn Lucas Davis, in the Probate Office of Shelby County, Alabama, which mortgage encumbers the property described as follows:

Lot 7, in Block 3, according to the Survey of Wyngate Trace, as recorded in Map Book 12, page 94, in the Probate Office of Shelby County, 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:

Regions Bank

STATE OF ALABAMA COUNTY OF SELECTION

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Debot Robersonese name as Vice President 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 ______ day of September, 2003.

Notary Public

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