

Record 2nd

Instrument Prepared By:

Jeremiah Garza
Stewart Mortgage Information
1980 Post Oak Blvd, Suite 300
Houston, TX 77056
(800) 577 6674

RETURN TO: SMI / Wesley Hess
P.O. Box 540817 CHARLES J LANZI JR AND
Houston, TX 77254-0817 130_2203
AL, SHELBY



As a necessary incident to the fulfillment of
conditions contained in a title insurance
commitment issued by it.

20031027000714560 Pg 1/5 23.00
Shelby Cnty Judge of Probate, AL
10/27/2003 10:20:00 FILED/CERTIFIED

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 11th day of September, 2003, by DONNIE R. SANDLIN AND MELODY D. SANDLIN, Owner(s) of the land hereinafter described and hereinafter referred to as "Owner," and REGIONS BANK., present owner and holder of the Deed of Trust/Mortgage and Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH THAT:

WHEREAS, Owner did execute a Deed of Trust/Mortgage, dated OCTOBER 26, 2000 to covering:

SEE ATTACHED

"EXHIBIT A"

to secure a Note in the sum of \$12,000.00, dated OCTOBER 26, 2000, in favor of Beneficiary, which Deed of Trust/Mortgage was recorded NOVEMBER 14, 2000, as BOOK 2000 PAGE 33354, Official Records of said County; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust/Mortgage and Note in the sum of up to \$99,163.00, dated on or about September 24, 2003, in favor of NATIONWIDE ADVANTAGE MORTGAGE COMPANY, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust/Mortgage is to be recorded concurrently herewith; and

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust/Mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust/Mortgage first above mentioned; and

WHEREAS, Lender is willing to make said loan, provided the Deed of Trust/Mortgage securing the same is a lien or charge upon the above-described property prior and superior to the lien or charge of the Deed of Trust/Mortgage first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust/Mortgage first above mentioned to the lien or charge of the Deed of Trust/Mortgage in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust/Mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust/Mortgage first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

(1) That said Deed of Trust/Mortgage securing said Note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust/Mortgage first above mentioned.

(2) That Lender would not make its loan above described without this Subordination Agreement.

(3) That this Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust/Mortgage first above mentioned to the lien or charge of the Deed of Trust/Mortgage in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust/Mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deeds of Trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

(1) He consents to and approves (i) of all provisions of the Note and Deed of Trust/Mortgage in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;

(2) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

(3) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust/Mortgage first above mentioned in favor of the lien or charge upon said land of the Deed of Trust/Mortgage in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

(4) An endorsement has been placed upon the Note secured by the Deed of Trust/Mortgage first above mentioned that said Deed of Trust/Mortgage has by this instrument been subordinated to the lien or charge of the Deed of Trust/Mortgage in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

Dated this 11th day of September, 2003.

By signing below the appointed officer agrees to subordinate the beneficiaries existing lien to a new lien in an amount not to exceed \$99,163.00.

REGIONS BANK

WITNESSES:

Name: [Signature]
Title: Vice President

Karen B. Tidwell
Printed Name: Karen B. Tidwell

ANITA C. TAYLOR
Printed Name: Anita C. Taylor

THIS SPACE WAS INTENTIONALLY LEFT BLANK

NOTARY ACKNOWLEDGEMENT ON THE FOLLOWING PAGE

Acknowledgment for Corporation

THE STATE OF ALABAMA

COUNTY Morgan

I, a Notary Public, in and for said County in said State, hereby certify that
Jim Turner whose name as Vice President of
the Regions Bank, a corporation, is signed to the foregoing
instrument or conveyance and who is known to me, acknowledged before me on this day that,
being informed of the contents of the conveyance, he/she, as such officer and with full authority,
executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 11th day of Sept., 2003.

Donna J. Walker

Notary Public

Print Name Donna J. Walker

My commission expires:

My Commission Expires 02-02-2004

EXHIBIT A
(Legal Description)

ALL THAT PARCEL OF LAND IN MORGAN COUNTY, STATE OF AL AS MORE
FULLY DESCRIBED IN DEED BOOK 1788 PAGE 23 AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 27, DUNBARTON SUBDIVISION ADDITION NO. 5, DECATUR, ALABAMA,
AS SHOWN BY MAP PLAT OF SAID ADDITION ON FILE AND OF RECORD IN
MAP BOOK 8 AT PAGE 60 IN THE OFFICE OF THE JUDGE OF PROBATE OF
MORGAN COUNTY, ALABAMA, SITUATED, TYING AND BEING IN THE CITY
OF DECATUR, MORGAN COUNTY, ALABAMA.

APN 13-01-02-2-000-256.000