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Shelby Cnty Judge of Probate, AL
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This instrument prepared by:
James R. Moncus, Jr.
1313 Alford Avenue
Birmingham, Alabama 35226

STATE OF ALABAMA)

SHELBY COUNTY)

MORTGAGE SUBORDINATION AGREEMENT

25th THIS MORTGAGE SUBORDINATION AGREEMENT is entered into on this day of March, 2004, by Regions Bank.

WITNESSETH:

WHEREAS, Regions Bank is the holder of that certain mortgage executed by William A. Connor and wife, Terri L. Connor, (the "Mortgage") which mortgage is recorded in Inst. No. 2002-21078, in the Office of the Judge of Probate of Shelby County, Alabama (the "Regions Bank Mortgage"); and

WHEREAS, the Regions Bank Mortgage is subordinate to that certain mortgage in favor of Regions Mortgage, which mortgage is recorded in Inst. No. 2002-12971, in the Office of the Judge of Probate of Shelby County, Alabama (the "Regions Mortgage"); and

WHEREAS, Regions Bank d/b/a Regions Mortgage has agreed to lend to William A. Connor and wife, Terri L. Connor the sum of One Hundred Sixty Seven Thousand and no/100 Dollars (\$167,000.00) to be used, among other things, to satisfy the existing Regions Mortgage, but on the condition that the conventional loan be secured by a first mortgage (the "Regions Bank d/b/a Regions Mortgage"); and

WHEREAS, Regions Bank has agreed to subordinate its mortgage to the Regions Bank d/b/a Regions Mortgage.

NOW, THEREFORE, in consideration of the premises and Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Regions Bank does hereby agree as follows:

1. Subordination. In order to induce Regions Bank d/b/a Regions Mortgage to make the loan to William A. Connor and wife, Terri L. Connor, and at any time, or from time to time, at Regions Bank d/b/a Regions Mortgage's option, to grant such renewals or extensions of said loan as it may deem advisable, Regions Bank hereby subordinates, in right of payment and claim, the Regions Bank Mortgage to the Regions Bank d/b/a Regions Mortgage and the debt secured thereby as described above, and Regions Bank further agrees that any existing or hereafter acquired or arising security interest, security title to, or lien against the property encumbered by the Regions Bank Mortgage in favor of Regions Bank securing the payment of the existing debt, including without limitation the Regions Bank Mortgage, shall be and at all times remain subordinate and inferior in priority to any security interest in, security title to or lien against such property in favor of the Regions Bank d/b/a Regions Mortgage securing payment of conventional loan, including without limitation the Regions Bank d/b/a Regions Mortgage.

2. Successors and Assigns. This subordination agreement shall be binding upon, and shall inure to the benefit of, Regions Bank d/b/a Regions Mortgage and Regions Bank and their respective successors and assigns.

3. Waiver of Notice of Acceptance. Notice of acceptance by Regions Bank d/b/a Regions Mortgage of this subordination agreement is hereby waived by Regions Bank and this subordination agreement and all of the terms and conditions hereof shall be immediately binding upon Regions Bank from the date of the execution hereof.

IN WITNESS WHEREOF, Regions Bank by a duly authorized officer, has executed this agreement on or as of the date first above written.

Regions Bank

By:

Sonja Robinson

Its:

Loan Officer

STATE OF ALABAMA)

CHILTON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Sonja Robinson, whose name as Loan Officer 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, She, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 25 day of March, 2004.

Winnie M. Chedress
Notary Public
My commission expires: 8-6-07

[SEAL]