

### SUBORDINATION OF MORTGAGE

FROM

REGIONS BANK

, with it's primary office at  
2964 PELLHAM PKWY  
PELLHAM, AL 35124  
(Hereinafter called "MORTGAGEE").

TO

CHASE MANHATTAN MORTGAGE

, with it's primary office at  
660 SOUTH MILL AVENUE  
TEMPE, AZ 85281  
(Hereinafter called "LENDER").

WHEREAS, MORTGAGEE is the holder of a valid mortgage granted by **THOMAS WAYNE MEWBOURNE AND DOYLE JEAN MEWBOURNE, MARRIED ("OWNER")** whose primary residence is **1493 SECRETARIAT DR HELENA, AL 35080** covering certain real property owned by OWNER and located in the county of **SHELBY** and State of **ALABAMA** as more fully described on "Exhibit "A" attached hereto and incorporated herein (hereinafter the "PROPERTY") which mortgage is recorded in Recorder's office in the county of **SHELBY** at Volume 1998-40181, in the amount of **\$ 50,000.00** (hereinafter the "PRIOR MORTGAGE"); and

WHEREAS, OWNER has Granted LENDER a mortgage on the PROPERTY and LENDER has recorded the mortgage in the Office of the Recorder's office of **SHELBY** on \* .2004 in Mortgage Book Volume \_\_\_\_\_, Page \_\_\_\_\_, or Instrument # \* ("LENDER'S MORTGAGE"); in the amount not to exceed **\$ 71,900.00** to Chase Manhattan Mortgage.

\* Inst # 20040701000364190

WHEREAS the MORTGAGEE has agreed to subordinate the PRIOR MORTGAGE to LENDER'S MORTGAGE.

\* Concurrently herewith

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND and in consideration of \$1.00 (One Dollar) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Subordination of lien: The MORTGAGEE hereby subordinates the PRIOR MORTGAGE and its lien position in and on the PROPERTY to the LENDER'S mortgage and the lien thereof, as if the LENDER'S Mortgage had been recorded first in time to the PRIOR MORTGAGE and so that all public records will reflect LENDER'S Mortgage to be superior in lien to the PRIOR MORTGAGE.
2. Subordination of Debt: MORTGAGEE hereby subordinates payment of the debt secured by the Prior Mortgage to payment of the debt secured by the LENDER'S Mortgage. This applies only as to principal and interest and not to extensions or advancements.
3. This subordination shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of MORTGAGEE AND LENDER..

WITNESS the hand and seal of the said MORTGAGEE

WITNESSES

REGIONS BANK

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Printed name of witness

\_\_\_\_\_  
Signature of Unofficial witness

\_\_\_\_\_  
Printed name of Unofficial witness

State of Alabama

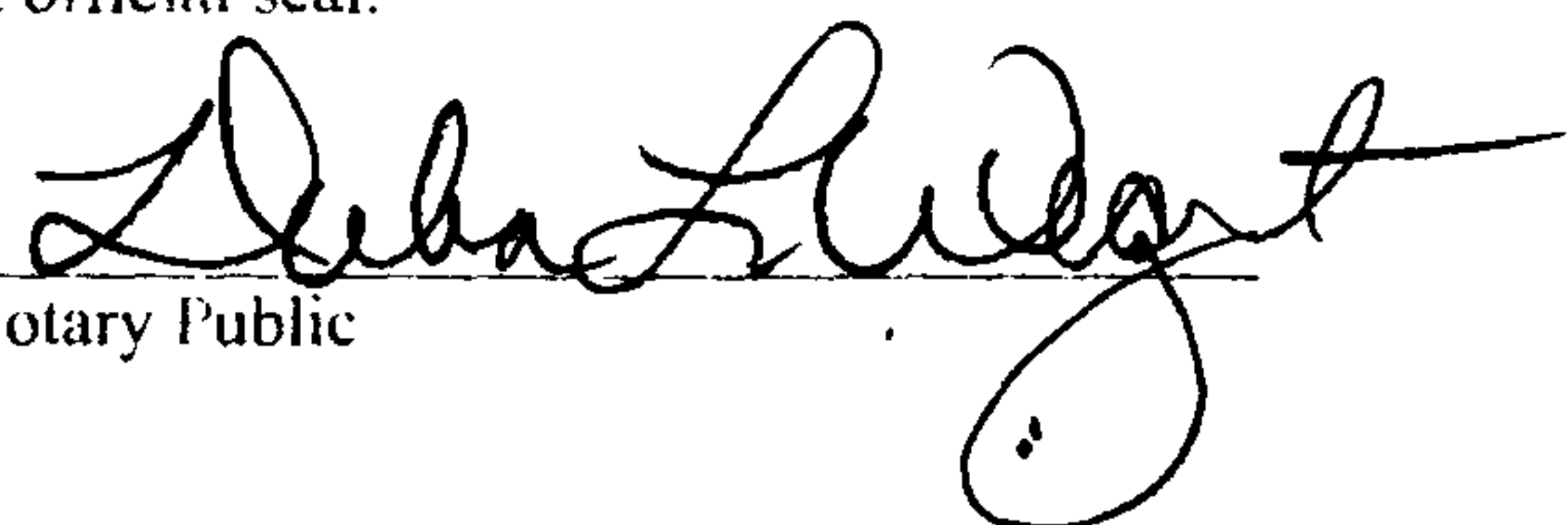
County of Shelby

BY  (SEAL)  
Name: Evelyn B. Phillips  
Title: Business Development Officer

On the day of May 26th 2004, before me, a notary public, the undersigned officer, personally appeared Evelyn B. Phillips who acknowledged himself/herself to be the Bus. Dev. Officer of Regions Bank an Alabama Corporation and that as he/she as such officer, being authorized to do so, executed the foregoing instrument by signing the name of the corporation by himself/herself as Business Development Officer

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Seal

  
Notary Public

After Recorded Return To:  
Express Financial Services  
875 Greentree Road, Bldg 9  
Pittsburgh, PA 15220

Prepared By: Dan Gatewood  
CHASE MANHATTAN BANK  
200 E CAMPUS VIEW BLVD.  
COLUMBUS, OHIO 43235

Order Number: 000506990 (REVISED)  
Re: THOMAS W MEWBOURNE

1493 SECRETARIAT DR  
HELENA, AL 35080  
SHELBY County

EXHIBIT 'A'

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY,  
ALABAMA:

LOT 17, ACCORDING TO THE SURVEY OF DEARING DOWNS, 6TH ADDITION, PHASE  
I, AS RECORDED IN MAP BOOK 10 PAGE 78 IN THE PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

13-7-26-2-001-002-049

20040701000364200 Pg 3/3 17.00  
Shelby Cnty Judge of Probate, AL  
07/01/2004 02:45:00 FILED/CERTIFIED