20040707000373190 Pg 1/4 20.00
Shelby Cnty Judge of Probate,AL
07/07/2004 09:57:00 FILED/CERTIFIED

MORTGAGE SUBORDINATION AGREEMENT

THIS AGREEMENT is effective as of July 2, 2004 (hereinafter the "Agreement") and is by **REGIONS BANK** (hereinafter "Subordinate Mortgagee") and is in favor of **COLONIAL BANK, N.A.** (hereinafter, along with its successors and assigns, "Superior Mortgagee").

WHEREAS, Daniel Eric Weingarten and Sarah G. Weingarten (hereinafter "Mortgagors") are currently indebted to Subordinate Mortgagee, and such indebtedness is secured in part by a mortgage, dated October 15, 2003 and recorded as Instrument 20031021000704900 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter "Subordinate Mortgage") of and concerning the following described property (the "Real Estate"), to wit:

> Lot 33A, according to a Resurvey of Lots 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42, Heatherwood, 1st Sector, as recorded in Map Book 9, page 56, in the Probate Office of Shelby County, Alabama.

WHEREAS Mortgagors has requested a loan from Superior Mortgagee in the amount not to exceed $280,000.00 (hereinafter "Superior Loan"), and Superior Mortgagee has agreed to make the Superior Loan provided, among other things, that Mortgagors give and grant to Superior Mortgagee a mortgage (hereinafter "Superior Mortgage") of and concerning the Real Estate to secure the Superior Loan and Subordinate Mortgagee enters into this agreement and subordinates its rights under the Subordinate Mortgage to the rights of Superior Mortgagee under the Superior Mortgage. Such Superior Mortgage will be filed contemporaneously herewith.

NOW THEREFORE in consideration of Superior Mortgagee making the Superior Loan to Mortgagors, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Lien Priority: From and after the date hereof: (a) the Superior Mortgage shall have priority over the Subordinate Mortgage; and (b) the Subordinate Mortgage shall be and at all times remain, subject, inferior, and subordinate to the Superior Mortgage.

The priorities of the mortgages established, altered, or specified hereinabove shall be applicable, irrespective of the time or order of attachment, perfection, or recordation thereof, the method of perfection, the time or order of filing of mortgages or taking of possession, or the giving of or failure to give notice; provided, however, that the subordinations and relative priorities set forth herein are expressly conditioned upon the due and proper perfection, recordation, and the nonavoidability by a bankruptcy trustee, of any mortgage interest which have been accorded priority pursuant hereto; and provided, further, however, that if any mortgage interest to which any other interest has been subordinated pursuant hereto is not now perfected or recorded, or hereafter ceases to be perfected or recorded, or is avoidable by a bankruptcy trustee for any reason, then, the subordination specified herein with respect to such interests shall, to the extent not perfected, recorded, or avoidable, as the case may be, not be effective.

The relative priorities of any interests which are not established, altered, or specified herein shall exist and continue in accordance with the applicable provisions of law.

Sub.mt 6/30/04 10:35AM

2. Contesting Liens or Security Interest: Neither Superior Mortgagee nor Subordinate Mortgagee shall contest the validity, perfection, priority or enforceability of any lien or mortgage granted to the other. Superior Mortgagee and Subordinate Mortgagee agree to cooperate in the defense of any action contesting the validity, perfection, priority or enforceability of such liens or mortgage.

3. Modification of Loans: Superior Mortgagee and Subordinate Mortgagee, at any time and from time to time, may enter into such agreement or agreements with Mortgagor and/or Mortgagors as it may deem proper, extending the time of payment of, or renewing or otherwise altering the terms of all or any of Mortgagor's and/or Mortgagors' obligations or debts to either Superior Mortgagee or Subordinate Mortgagee, or affecting the security or property underlying any or all of such obligations or debt, or may exchange, sell, release, surrender or otherwise deal with any such security or property, without in any way impairing or affecting this agreement thereby, except that Superior Mortgagee must receive Subordinate Mortgagee's prior written consent to increase the amount of debt secured by the Superior Mortgage.

4. Notice upon Foreclosure or Default: In the event of a default in Mortgagor's obligations to Superior Mortgagee or to Subordinate Mortgagee, then the party suffering such default will endeavor to give to the other party, notice of such default within thirty (30) days from such default having occurred, if same has not been cured by the Mortgagor during such period. In the event either Superior Mortgagee or Subordinate Mortgagee elects to foreclose the Superior Mortgage or the Subordinate Mortgage, then the foreclosing party shall give to the other party notice of such foreclosure sale sixty (60) days prior to its occurrence.

5. Duration: This Agreement shall remain in full force and effect until (i) all obligations of Mortgagors to Superior Mortgagee on the one hand, or Subordinate Mortgagee, on the other hand, have been paid and satisfied in full and Superior Mortgagee, on the one hand, or Subordinate Mortgagee on the other hand, have terminated and satisfied their mortgages with Mortgagor or (ii) upon the mutual agreement in writing by Superior Mortgagee and Subordinate Mortgagee, whichever is the first to occur.

6. Choice of Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

7. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS THEREOF, Subordinate Mortgagee has executed this Agreement effective as of the date first above written for the benefit of Superior Mortgagee.

Subordinate Mortgagee:

REGIONS BANK

By: ______________________

(Its: Vice President)

Sub.mt 6/30/04 10:35AM

MORTGAGOR'S ACCEPTANCE

Mortgagors hereby acknowledges receipt of, notice of, consents to, and agrees to be bound by the terms and provisions of the within and foregoing Mortgage Subordination Agreement as they relate to the relative rights and priorities of Subordinate Mortgagee and Superior Mortgagee; provided, however, that nothing in the foregoing Mortgage Subordination Agreement shall amend, modify, change or supersede the respective terms of the documentation and agreements between Mortgagors and either Superior Mortgagee or Subordinate Mortgagee.

Daniel Eric Weingarten (Individually)

Sarah G. Weingarten (Individually)

STATE OF ALABAMA
COUNTY OF JEFFERSON

ACKNOWLEDGMENT OF SUBORDINATE MORTGAGEE

I, the undersigned Notary Public in and for said County in said State, hereby certify that Debbie Roberson, 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 the instrument, 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 and seal of office this 1 day of July, 2004.

Notary Public
My Commission Expires: Regions Bank
Birmingham
5 POINTS SOUTH OFFICE

MARTHA G. WADE
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 12-5-2006

THIS INSTRUMENT PREPARED BY:
William B. Hairston III
Engel Hairston and Johanson P.C.
P.O. Box 11405
Birmingham, Alabama, 35202
(205) 328-4600

Sub.mt 6/30/04 10:35AM

20040707000373190 Pg 4/4 20.00
Shelby Cnty Judge of Probate,AL
07/07/2004 09:57:00 FILED/CERTIFIED

EXHIBIT "A"
TO
MORTGAGE
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT
HAZARDOUS SUBSTANCE INDEMNIFICATION AND WARRANTY AGREEMENT

BORROWER: Daniel Eric Weingarten
LENDER: COLONIAL BANK, N.A.

Lot 33A, according to a Resurvey of Lots 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42, Heatherwood, 1st Sector, as recorded in Map Book 9, page 56, in the Probate Office of Shelby County, Alabama.

SUBJECT TO: i) taxes due and payable October 1, 2004; ii) building lines as shown by recorded map; iii) easements as shown by recorded map; iv) restrictions, covenants, and conditions as set out in Misc. Book 37, page 537; v) easement for Alabama Power Company recorded in Deed Book 318, page 16; vi) agreement with Alabama Power Company as to underground cables, recorded in Misc. Book 39, page 981 and covenants pertaining thereto recorded in Misc. Book 39, page 980; and vii) mineral and mining rights not owned by Mortgagor.