

SUBORDINATION AGREEMENT

WHEREAS, Regions Bank the undersigned, hereinafter referred to as First Party, is the owner of the mortgage dated 10/10/02 and recorded on the 11/07/02, as document No. N/a in Vol. 2002 at page 55585, in the office of the Register of Deeds, Shelby County, State of Alabama, securing a debt in the original amount of \$30,000.00, and covering the following described real estate situated in Shelby County, State of Alabama, to-wit:

LOT 6, ACCORDING TO THE SURVEY OF WOODVALE AS RECORDED IN MAP BOOK 12 PAGE 21 AND 22 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

WHEREAS, Jay Allen Smith and Cindy Herbert Smith have executed a mortgage in the amount of \$86,750.00, dated 10 / 19 /04 to Chase Manhattan Mortgage Corporation, hereinafter referred to as Second Party covering the above described real estate and securing a note of like amount, which mortgage is filed for record in the office of the Register of Deeds, Shelby County, State of Alabama on 10 / 26 / 04 at _____ o'clock, and recorded as document No. 2004/0260005, in Book 90400 of Mortgages, at page _____, of the records of said County and State; and

WHEREAS, Second Party desires that the lien of its mortgage above referred to shall be prior and superior to any right, title, interest, claim or lien which the First Party may have in or to the said premises by virtue of its mortgages first above described;

NOW, THEREFORE, the undersigned in consideration of the premises and the sum of One Dollar (\$1.00) to the First Party in hand paid, the receipt whereof in hereby acknowledged, the said First Party does subordinate all rights created by the mortgages above described to the undersigned First Party, or in any other manner, to the lien of the mortgage to the said Second Party above described, and agrees that the said mortgage to said Second Party shall constitute a first and prior lien upon the real estate described in the mortgage of said Second Party, superior to any right, title interest, claim or lien which the First Party may have in or on said premises, to the same extent as though the mortgage to Second Party was actually executed and recorded prior to the mortgages of the undersigned above described.

IN WITNESS WHEREOF, the said First Party has hereunto caused this instrument to be signed on its behalf by



Evelyn B. Phillips
Regions Bank

thereunto duly authorized so to do this 7th day of October, 2004.

STATE OF Alabama
COUNTY OF Shelby

On this 7th day of October, 2004, before me appeared Evelyn B. Phillips to me personally known, who, being by me duly sworn, did say that they are the representatives respectively, of the Corporation of the State of Alabama, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Public

04CM 37257

My Commission Expires : June 3, 2008