20050504000214040 1/1 $11.00
Shelby Cnty Judge of Probate, AL
05/04/2005 03:10:17PM FILED/CERT

05-0147 Muro

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.

Customer Name: Alex J. Muro and Carol Anne Muro
Property Address: 101 Windsor Circle Pelham, Alabama 35124
Customer Account: Regions Bank Loan Number 02900000290054118

THIS AGREEMENT is made and entered into on this 22nd **day of** April**, 2005, by REGIONS BANK (herein after referred to as ("REGIONS BANK") in favor of HOMETOWN MORTGAGE SERVICES, INC., its successors and assigns (hereinafter referred to as the "Lender").**

RECITALS

Regions Bank loaned to Alex J. Muro and Carol M. Muro a.k.a. Carol Anne Muro, husband and wife (the "Borrower", whether one or more) the sum of $35,000.00. Such loan is evidenced by a note dated 3/1/2005, executed by Borrower in favor of Regions Bank, which note is secured by a mortgage, deed of trust, security deed to secure debt, or other security agreement recorded 4/8/2005, in Instrument Number 20050408000164990, in Shelby County Alabama, (the "Regions Bank"). Borrower has requested that lender lend to it the sum of $342,400.00, which loan will be evidenced by a promissory note in such amount dated, and executed by Borrower in favor of Lender (the "Note"). The note will be secured by a mortgage of the same date as the Note (the "Mortgage"). Lender and Borrower have requested that Regions Bank execute this instrument.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, Regions Bank agrees that the Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien or charge of Regions Bank in the extent the Mortgage secures the debt evidenced by the Note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions, and to the extent of advances made under the Note or the Mortgage necessary to preserve the rights or interest of Lender thereunder, but not to the extent of and other future advances.

IN WITNESS WHEREOF, Regions Bank has caused this instrument to be executed by its duly authorized office on the day and date first set forth above.

REGIONS BANK
By Karen R Phillips
Its Retail Lender

State of ALABAMA
County of JEFFERSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State on the

22nd **day of** April **2005, within my jurisdiction,**

the within named Karen R Phillips **who acknowledged that he/she is** Retail Lender **of REGIONS BANK, a banking corporation, and that for and on behalf of the said Regions Bank, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by Regions Bank so to do.**

Heather R Beaty
Notary Public

My Commission Expires: MY COMMISSION EXPIRES JUNE 3, 2008

HEATHER R. BEATY
NOTARY PUBLIC
ALABAMA STATE AT LARGE

This Instrument Prepared By:
Bryan Gregg
684 Bowen Road
Ashland, Alabama 36251