20060824000415390 1/2 $14.00
Shelby Cnty Judge of Probate, AL
08/24/2006 12:26:05PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of August, 2006 by Mutual Savings Credit Union in favor of REGIONS BANK d/b/a REGIONS MORTGAGE its successors and assigns.

WITNESSETH:

WHEREAS, Mutual Savings Credit Union did loan to BRET L. HOLCOMB AND GENET BLALOCK HOLCOMB, the "Borrower" where one or more) the sum of Fifty five Thousand Dollars ($55,000.00), which loan is evidenced by a noted dated November 28, 2005, executed by Borrower in favor of Mutual Savings Credit Union, and is secured by a mortgage to secure debt or other security instrument of even date therewith (the "Mortgage" covering the described therein and recorded in Instrument # 20060106000010330, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Borrower has requested that REGIONS BANK d/b/a REGIONS MORTGAGE lend to them the sum of Fifty-two Thousand Five Hundred Dollars ($52,500.00) (the Loan) such loan to be evidenced by a promissory note in such amount executed by Borrower in favor of REGIONS BANK d/b/a REGIONS MORTGAGE and secured by a mortgage or other security instrument of even date therewith REGIONS BANK d/b/a REGIONS MORTGAGE and

WHEREAS, REGIONS BANK d/b/a REGIONS MORTGAGE has agreed to make the Loan to Borrower, if but only if, REGIONS BANK d/b/a REGIONS MORTGAGE shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Mortgage on the terms set forth below and provided that Mutual Savings Credit Union will specifically and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of REGIONS BANK d/b/a REGIONS MORTGAGE on the terms set forth below.

NOW, THEREFORE, in consideration of one dollar and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, in order to induce REGIONS BANK d/b/a REGIONS MORTGAGE to make the Loan above referred to, Mutual Savings Credit Union agrees as follows:

1. REGIONS BANK d/b/a REGIONS MORTGAGE mortgage and note secured by the REGIONS BANK d/b/a REGIONS MORTGAGE and the debt evidenced by such 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 shall be and remain at all times a lien or charge on the property covered by the REGIONS BANK d/b/a REGIONS MORTGAGE prior and superior to the lien or charge of the mortgage.

2. Mutual Savings Credit Union acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Mortgage in favor of the lien or charge of REGIONS BANK d/b/a REGIONS MORTGAGE mortgage, and that it understands that, in reliance upon and in consideration of this subordination, specific loans and advance are being and will be made, and as part and parcel thereof, specific monetary and other obligations are being and will be entered into by REGIONS BANK d/b/a REGIONS MORTGAGE which would not be made or entered into but for such reliance upon this subordination.

3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by REGIONS BANK d/b/a REGIONS MORTGAGE , and as to the priority thereof, and there are no agreements, written or oral , outside or separate from this agreement and all prior negotiations are merged into this agreement.

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4. This agreement shall be binding upon Mutual Savings Credit Union , its successors and assigns and shall insure to the benefit of REGIONS BANK d/b/a REGIONS MORTGAGE its successors and assigns.

5. No waiver shall be deemed to be made by REGIONS BANK d/b/a REGIONS MORTGAGE of any of its rights hereunder unless the same shall be in writing signed on behalf of REGIONS BANK d/b/a REGIONS MORTGAGE and each such waiver, if any shall be a waiver only with the respect to the specific instance involved and shall in no way impair the rights of REGIONS BANK d/b/a REGIONS MORTGAGE or the obligations of the Borrower or Mutual Savings Credit Union to REGIONS BANK d/b/a REGIONS MORTGAGE hereunder in any other respect of any other time.

IN WITNESS WHEREOF, Mutual Savings Credit Union has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

MUTUAL SAVINGS CREDIT UNION

By: SAMMY CLEMENTS

Its: SR. VICE PRESIDENT

STATE OF ALABAMA
COUNTY OF Jefferson County

I, THE UNDERSIGNED AUTHORITY, A notary Public in and for said County in said State, hereby certify that SAMMY CLEMENTS whose name as Senior Vice President of Mutual Savings Credit Union, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she/he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 4th day of August, 2006.

Notary Public
My Commission Expires: 8-31-08

LINDA A. REINHARDSEN NOTARY PUBLIC ALABAMA STATE AT LARGE

This instrument prepared by:
Linda Reinhardsen
Mutual Savings Credit Union
P.O. Box 362045
Birmingham, AL 35236