

Subordination Agreement

Customer Name: JOSEPH RIEVES AND MELINDA RIEVES

Customer Account: 5299070499916981

08WIC04316

THIS AGREEMENT is made and entered into on this **21** day of **February 2008**, by Regions Bank (hereinafter referred to as "Regions") in favor of **JP MORGAN CHASE BANK, NA**, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

Regions loaned to **JOSEPH RIEVES AND MELINDA RIEVES** (the "Borrower") whether one or more) the sum of **\$35,000.00**. Such loan is evidenced by a note dated **01-27-03**, executed by Borrower in favor of Regions, which note is secured by a mortgage, deed of trust, security deed, to secure debt, or other security agreement recorded **02/10/2003**, in Record Book **INST 20030210000082110**, at Page **0**, amended in Record Book **INST 20040202000053450** at Page **0** in the public records of **SHELBY COUNTY, ALABAMA** (the "Regions Mortgage"). Borrower has requested that Lender lend to it the sum of **\$228,000.00**, which loan will be evidenced by a promissory note, 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 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 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 to 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 any other future advances.

By its acceptance of this agreement, the Borrower agrees to pay the Subordination Fee set out in the Regions Subordination Request Form.

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

RETURN TO:
WORLDWIDE RECORDING, INC.
9801 LEGLER RD
LENEXA, KS 66219
1-800-316-4682

State of Alabama
Shelby County

REGIONS BANK

By: Terris Gray
Its Vice President

AST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the **21** day of **February 2008**, within my jurisdiction, the within named Terris Gray who acknowledged that he/she is AVP 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.

Donna Simpson
Notary Public

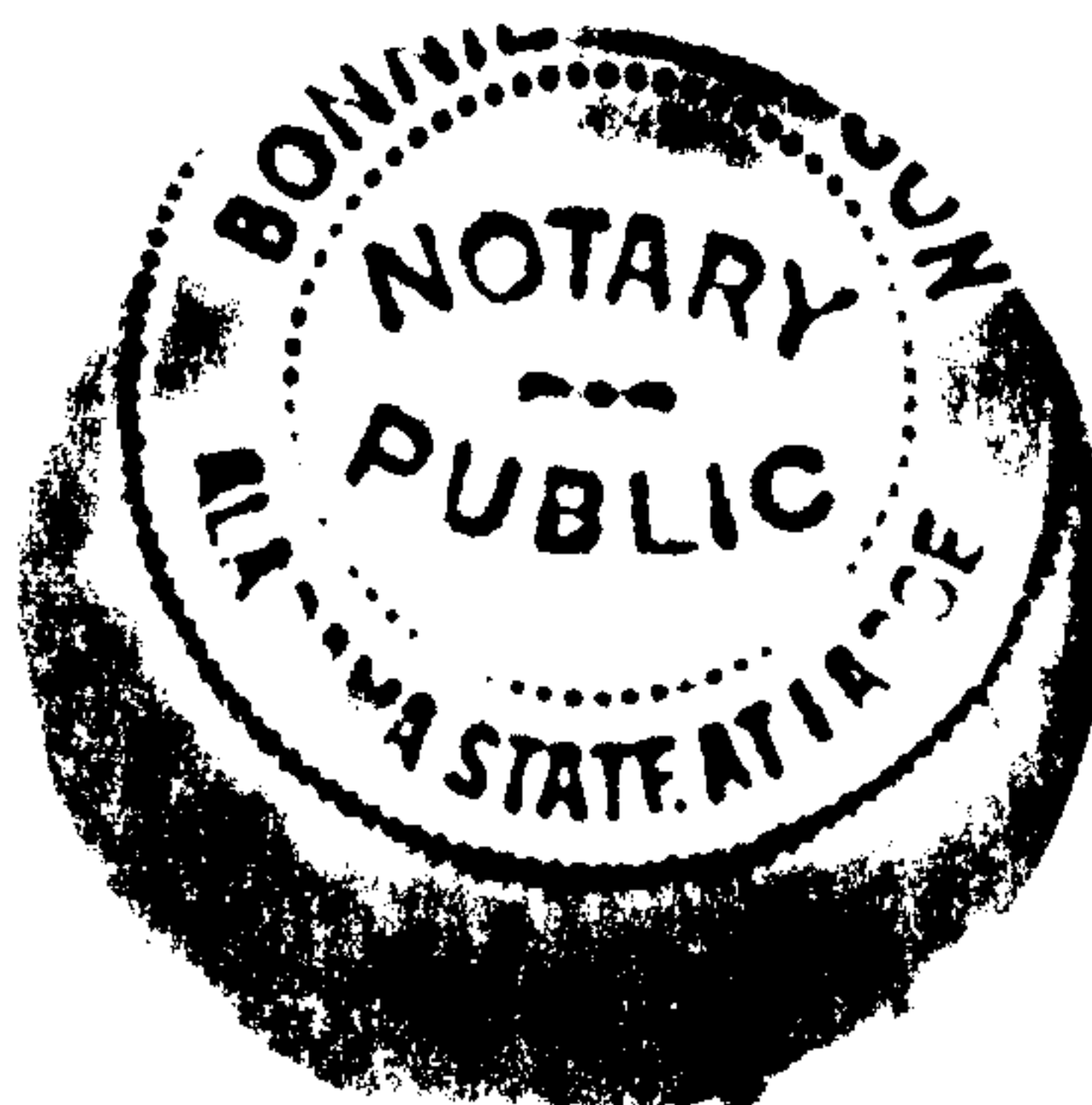
3-06-11
My commission expires:

NOTARY MUST AFFIX SEAL

This Instrument Prepared by: Donna Hayes

Regions Bank
Donna Hayes
P.O. Box 830721
Birmingham, AL 35283

08cm02111



20080319000112410 2/2 \$14.00
Shelby Cnty Judge of Probate, AL
03/19/2008 12:39:31PM FILED/CERT

LEGAL DESCRIPTION

08CM02111

ADDITION TO LOT 228 OF RIVER CHASE COUNTY CLUB 9TH ADDITION

(STATE OF ALABAMA)
(SHELBY COUNTY)

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGIN AT THE SOUTHWEST CORNER OF LOT #228 OF THE 9TH ADDITION TO RIVER CHASE COUNTRY CLUB AS RECORDED IN MAP BOOK 8, PAGE 46 IN THE OFFICE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE RUN S 59° 23' 58" E ALONG THE SOUTHERLY LINE OF SAID LOT #228 A DISTANCE OF 169.56 FEET TO A POINT ON A CURVE OF THE RIGHT-OF-WAY LINE OF RIVER PARK DRIVE, SAID CURVE HAVING A CENTRAL ANGLE OF 17° 38' 31", A RADIUS OF 50.00 FEET; AND A CHORD DISTANCE OF 15.33 ALONG A BEARING OF S 42° 01' 35" W; THENCE RUN SOUTHWESTERLY ALONG ARC OF SAID RIGHT-OF-WAY A DISTANCE OF 15.40 FEET; THENCE N 59° 23' 58" W LEAVING SAID RIGHT-OF-WAY 164.13 FEET; THENCE N 21° 33' 27" E FOR A DISTANCE OF 15.22 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND CONTAINS 2,502 SQUARE FEET, MORE OR LESS.