

Subordination Agreement

Customer Name: JERRY S GAY AND REBECCA G GAY

Customer Account: 0768

THIS AGREEMENT is made and entered into on this **22** day of **January 2009**, by Regions Bank (hereinafter referred to as "Regions") in favor of **NEW SOUTH**, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

Regions loaned to **JERRY S GAY AND REBECCA G GAY** (the "Borrower") whether one or more) the sum of **\$16,500.00**. Such loan is evidenced by a note dated **10/23/2007**, 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 **02/26/2008**, in Record Book **I#20080226000076530**, at Page **NA**, amended in Record Book **NA** at Page **NA** in the public records of **SEHLBY COUNTY ALABAMA** (the "Regions Mortgage"). Borrower has requested that Lender lend to it the sum of **\$229,000.00**, 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.

REGIONS BANK

By: *Terri Gray*
Its Vice President

ATJ

State of Alabama
Shelby County

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the **22** day of **January 2009**, within my jurisdiction, the within named *Terri Gray* who acknowledged that he/she is *ATJ* 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.

Shirley Marie Tucker
Notary Public

My commission expires: *3/31/10*

NOTARY MUST AFFIX SEAL

This Instrument Prepared by:

Regions Bank

Anna L. Noyes

P.O. Box 830721

Birmingham, AL 35283

Anna L. Noyes

