

Subordination Agreement

Customer Name: Danielle R. Smith and Cary Smith
Customer Account: 1896017443

THIS AGREEMENT is made and entered into on this ____ day of _____, _____ by Regions Bank in favor of Regions Bank, its successors and assigns (hereinafter referred to as Lender”).

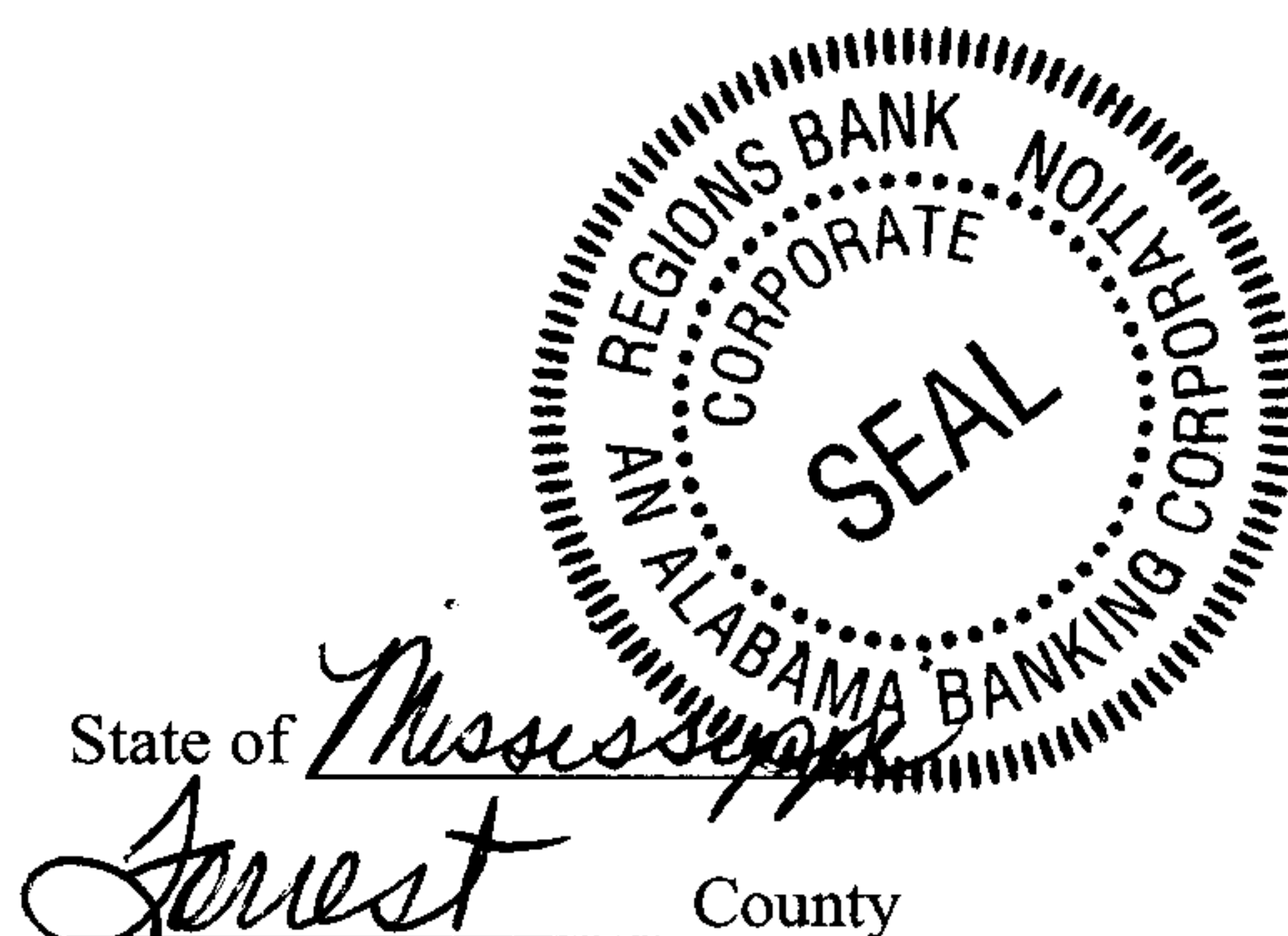
RECITALS

Regions Bank loaned to Danielle R. Smith and Cary Smith (the “Borrower”) whether one or more) the sum of \$5,000.00. Such loan is evidenced by a note dated April 30, 2004, which note is secured by a mortgage, deed of trust, security deed, to secure debt, or other security agreement recorded May 4, 2004, in Record Book INST# 2004, at Page 23286, amended in Record Book _____ at Page _____ in the public records of SHELBY COUNTY ALABAMA (the “Regions Bank Mortgage”). Borrower has requested that Leader lend to it the sum of \$166,000.00, 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 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 to the extent the Mortgage secures the debt evidenced by the Note and any and all renewals end 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,

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

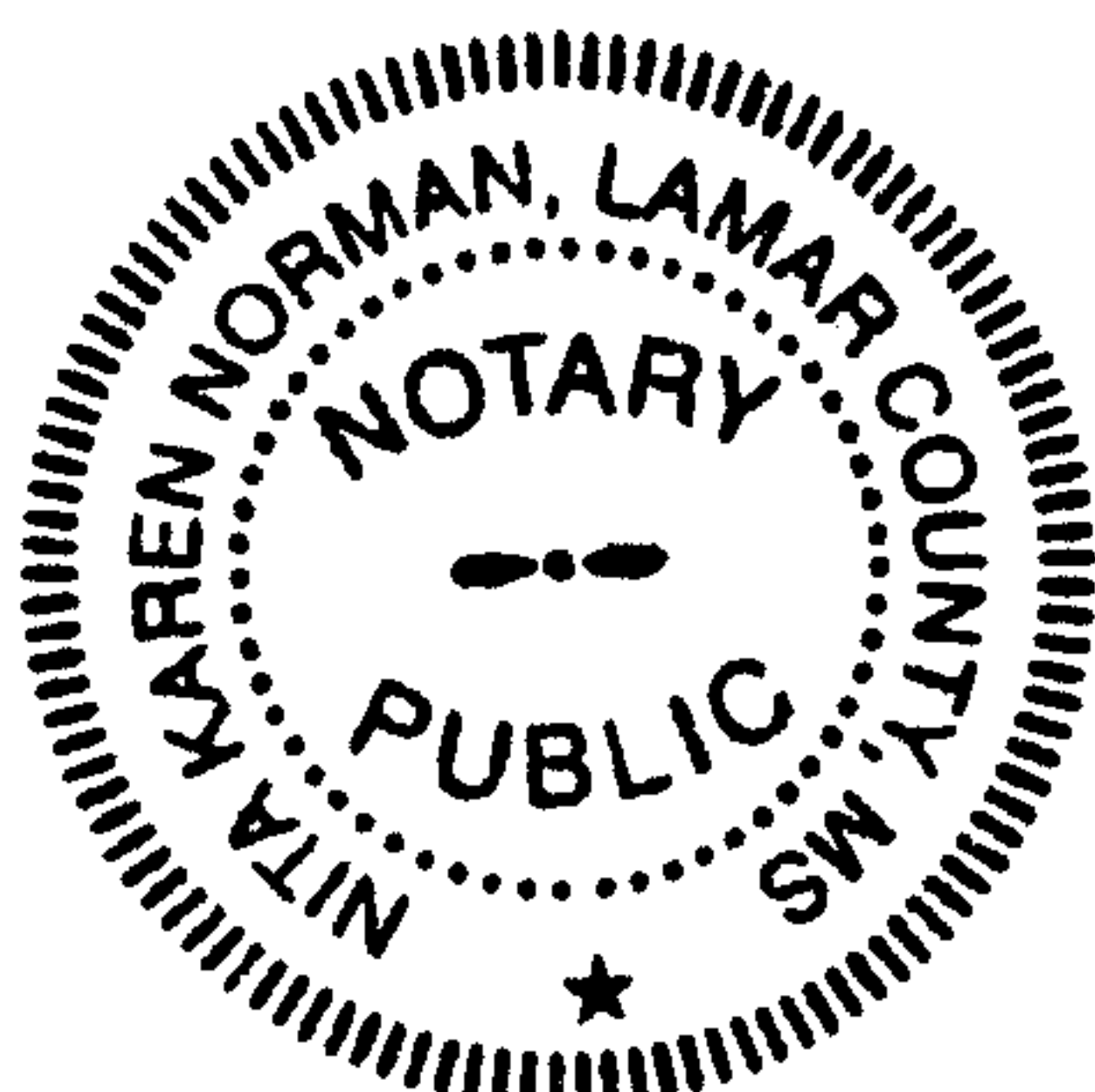


REGIONS BANK

By: Marianne Lane Lee

Title: Vice President

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 2nd day of March, 2009, within my jurisdiction, the within named, Marianne Lane Lee, who acknowledged that he/she is Vice President of Regions Bank, and that for and on behalf of the said Regions Bank, and as its act and deed, he/she executed above and foregoing instrument, after first having been duly authorized by Regions Bank so to do.



Nita Karen Norman

Notary Public

My commission expires: _____

NOTARY MUST AFFIX SEAL

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 9, 2010