RO9-17229

THIS INSTRUMENT PREPARED BY: R. Shan Paden, Attorney at Law Five Riverchase Ridge, Suite 100 Birmingham, Alabama 35244-2893 20090430000158660 1/2 \$14.00 Shelby Cnty Judge of Probate, AL 04/30/2009 08:53:58 AM FILED/CERT Shelby County, AL 04/30/2009 State of Alabama

Deed Tax : \$2.50

SUBORDINATION AGREEMENT

STATE OF ALABAMA COUNTY OF SHELBY

This Subordination Agreement, made and entered into on this the day of APRIL, 2009, by and between RENASANT BANK, as Party of the First Part, and RENASANT BANK, as Party of the Second Part.

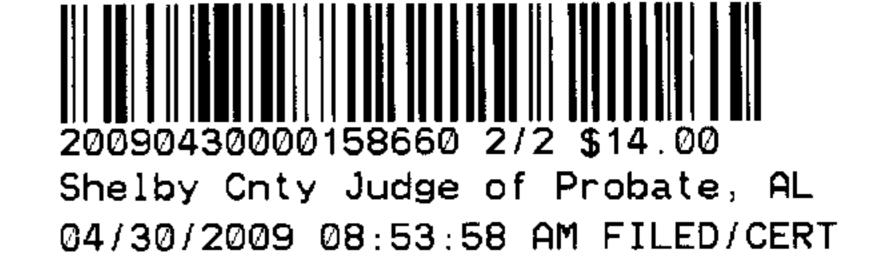
WITNESSETH

THAT, WHEREAS, CASEY P. DAY AND LYNNE G. DAY, Husband and Wife, have an outstanding loan in favor of Renasant Bank as set forth in INSTRUMENT# 20080213000059720, and modified to increase the loan amount to \$51,000.00, in the Office of the Judge of Probate of SHELBY County, Alabama on that certain real estate located at 3645 SOUTHERN BLVD, BIRMINGHAM, AL 35242 to secure an indebtedness of \$176,000.00 and said lien is in full force and effect; and,

WHEREAS, CASEY P. DAY AND LYNNE G. DAY, have made an application to the Party of the Second Part for a loan in the sum of \$176,000.00 and said Party of the Second Part is willing to make said loan to the said CASEY P. DAY AND LYNNE G. DAY, provided it furnish the party of the Second Part with a mortgage on the lands described in the aforesaid lien, and the said RENASANT BANK, subordinate the above described lien and make the same second and subservient to the mortgage of RENASANT BANK; and,

WHEREAS, the said Party of the First Part is willing to subordinate its said lien and make it second and subservient to the mortgage of the said Part of the Second Part as an inducement to it to make said loan.

NOW, THEREFORE, in consideration of the premises, the said Party of the First Part does hereby agree that the lien of CASEY P. DAY AND LYNNE G. DAY to Renasant Bank, recorded in INSTRUMENT# 20080213000059720, in the Office of the Judge of Probate of SHELBY County, shall be second and subservient to the mortgage of CASEY P. DAY AND LYNNE G. DAY to Renasant Bank, and recorded in the Probate Office of SHELBY County, Alabama, in INSTRUMENT 2009043000158650, to secure the sum of \$176,000.00 plus interest, on the land described therein, and the said lien of the said Renasant Bank, shall be subordinate to the mortgage of Renasant Bank.



IT IS FURTHER agreed that should CASEY P. DAY AND LYNNE G. DAY, default in his/her/their payments under the terms of the real estate mortgage to Renasant Bank, the said Renasant Bank agrees to notify Renasant Bank of said default prior to taking legal action.

IN WITNESS WHEREOF, Kimberly Dillard, as First Vice President of said Renasant Bank has caused his name to be hereunto signed on this the 24th day of APRIL, 2009.

RENASANT BANK

BY: Kumberly C. Dullar d

As Its: Firs + Vice President

STATE OF ALABAMA
COUNTY OF Morgan

I, the undersigned, a Notary Public in and for said State and County, hereby certify that \(\text{lend} \) \(\text{l

Given under my hand and seal this 24th day of APRIL, 2009.

Notary Public

My commission expires: __

3/20/2012

3/20/20/2

NOTARY DELIC SHARM