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11/25/2009 11:47:17 AM FILED/CERT

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**SUBORDINATION AGREEMENT
and
AMENDMENT TO CREDIT AGREEMENT AND DISCLOSURE**

Customer Name: Brian M Starr and Stephanie L Starr
Customer Account: xxxxxxxxxxxt3381

This Subordination Agreement and Amendment to Credit Agreement and Disclosure (this "Amendment") is entered into as of the **14th** day of **October, 2009** and modifies and amends the terms of the Credit Agreement and Disclosure between Customer and Regions Bank, or its predecessor bank ("Regions"), dated **12/19/2005**, as the same may have previously been amended from time to time (the "Agreement").

RECITALS

Regions agreed to loan to Customer the sum of **\$40,000.00**. The loan is evidenced by the Agreement. The Agreement is secured by a mortgage, deed of trust, security deed, deed to secure debt, or other security agreement recorded on **1/13/2006**, in Record Book **INST# 20060113000022390** at Page **NA**, and amended in Record Book **NA** at Page **NA** in the public records of **SHELBY COUNTY, ALABAMA** (the "Regions Mortgage"). Customer has requested that **FRANKLIN AMERICAN MORTGAGE CO.** ("Lender") make a loan to Customer, which loan will be evidenced by a promissory note in an amount not to exceed the sum of **\$339,000.00** and executed by Brian M Starr and Stephanie L Starr 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 Customer have requested that Regions subordinate the Regions Mortgage to the Mortgage, and Regions has agreed to do so under the terms and conditions set out in this Amendment.

SUBORDINATION AGREEMENT

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 the Regions Mortgage 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.

AMENDMENT TO CREDIT AGREEMENT AND DISCLOSURE

All terms used in this Amendment which are defined in the Agreement will have the same meaning given to such terms in the Agreement. The Agreement is amended as follows:

1. The Section of the Agreement titled "**Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE**" is deleted and replaced with the following:

Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE. We will determine the Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** as follows. We start with an independent index which is the Prime Rate as published in the *Wall Street Journal* (the "Index"). We will use the most recent index value available to us as of the date of any **ANNUAL PERCENTAGE RATE** adjustment. The Index is not necessarily the lowest rate charged by us on our loans. If the Index becomes unavailable during the term of



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this Credit Line Account, we may designate a substitute index after notice to you. To determine the Periodic Rate that will apply to your Credit Line Account, we add a margin to the value of the index, then divide the value by 12 (monthly). To obtain the **ANNUAL PERCENTAGE RATE**, we multiply the Periodic Rate by 12 (monthly). This result is the **ANNUAL PERCENTAGE RATE**. The **ANNUAL PERCENTAGE RATE** includes only interest and no other costs.

The Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** on your Credit Line Account will increase or decrease as the Index increases or decreases from time to time. Any increase in the Periodic Rate will take the form of higher payment amounts and may result in a higher final payment. Adjustments to the Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** resulting from changes in the Index will take effect monthly on the first day of your billing cycle. In no event will the corresponding **ANNUAL PERCENTAGE RATE** be more than the lesser of 18.00% per annum or the maximum rate allowed by applicable law. Today the Index is 3.25per annum, and therefore the initial Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** on your Credit Line Account after this Amendment becomes effective are as stated below.

Current Rates

Range of Balance or Conditions	Margin Added to Index	ANNUAL PERCENTAGE RATE	Monthly Periodic Rate
All Balances	0.500%	3.750%	0.3125%

Notwithstanding any other provision of the Agreement, we will not charge interest on any undisbursed loan proceeds, except as may be permitted during any Right of Rescission period.

2. Customer agrees to pay to Lender a subordination fee of \$200.00
3. Except as expressly provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Regions and Customer have executed this Amendment as of the day and date first set forth above.

Regions Bank

By: *Terri Gray*
Its Vice President

AST

Customer:

Brian M. Starr
Brian M Starr

Stephanie L Starr
Stephanie L Starr

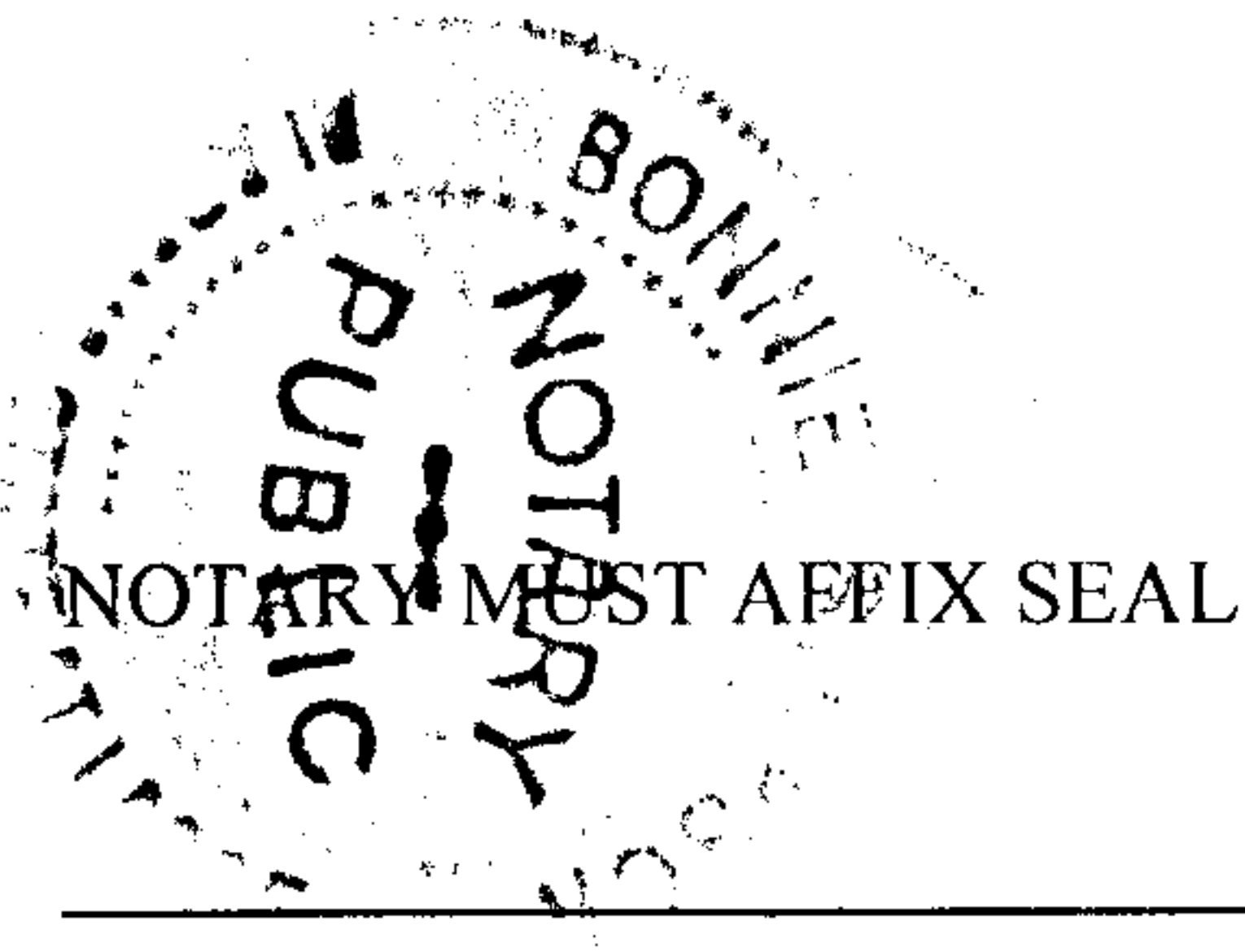
Lender's Acknowledgement



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State of Alabama
County of Shelby

I Bonnie Anglin, a Notary Public in and for said County in said State, hereby certify that Terri Gray whose name as AKP of Regions Bank, a corporation, 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, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.



Bonnie Anglin
Notary Public

3-6-11

My commission expires:

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Alabama)
) SS
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Brian M. Stan and Stephanie L. Stan, whose name(s) are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Amendment, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23 day of October, 2009.

[Signature]
Notary Public

My commission expires 01/23/12

This Instrument Prepared by:
Regions Bank
PO Box 830721
Birmingham, AL 35282-8860