

KM 11224

This document is being re-recorded to correct

THIS INSTRUMENT PREPARED BY: the instrument number.  
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 24th 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# ~~20080213000050700~~, 20060324000139580 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# ~~20080213000050700~~, 20060324000139580, 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 20090430000158650, 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.

20100127000026240 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
01/27/2010 09:21:55 AM FILED/CERT

I certify this to be a true and correct copy

Probate Judge  
Shelby County  
2pgs  
1/27/10

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 24<sup>th</sup> day of APRIL, 2009.

RENASANT BANK

BY: Kimberly C. Dillard

As Its: First Vice President

STATE OF ALABAMA  
COUNTY OF Morgan

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Kimberly C. Dillard, whose name as First Vice President of Renasant Bank, is signed to the foregoing subordination agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of this subordination agreement and with full authority as such officer, executed the same voluntarily.

Given under my hand and seal this 24<sup>th</sup> day of APRIL, 2009.

Sandra W. Whitley  
Notary Public

My commission expires: 3/20/2012  
3/20/2012 SW

