20131002000394870 1/4 $23.00
Shelby Cnty Judge of Probate, AL
10/02/2013 11:55:40 AM FILED/CERT

RECORDATION REQUESTED BY:
Renasant Bank, P O Box 709, Tupelo, MS 38802

WHEN RECORDED MAIL TO:
~~Renasant Bank, Beth Baker, P O Box 4140, Tupelo, MS 38802~~

399 333
National Link
300 Corprate Center Dr.
Suite 300
Moon Township, PA 15108

SUBORDINATION OF MORTGAGE
(Renasant Bank's AL Lien Subordinated)

THIS SUBORDINATION OF MORTGAGE dated 08/19/2013, is made and executed by Renasant Bank, ("Renasant") in favor of PNC Mortgage, a Division of PNC Bank NA ("Beneficiary").

SUBORDINATED MORTGAGE. Renasant has extended certain financial accommodations, secured by certain Real Property, as evidenced by a Mortgage dated 08/16/2013, executed by James H Phillips II and Deborah M Phillips ("Borrowers") in favor of Renasant Bank, which Mortgage has been recorded in Shelby County, State of Alabama in Book N/A at PageN/A, bearing Instrument number 20130819000338310 (the "Subordinated Mortgage"), and if applicable, as modified by an agreement recorded in Shelby County, State of Alabama in Book N/A at Page N/A, bearing Instrument number N/A.

REAL PROPERTY DESCRIPTION. The Subordinated Mortgage covers certain real property (the "Real Property") located in Shelby County, State of Alabama, as more particularly described in the Subordinated Mortgage.

PERMITTED INDEBTEDNESS. Beneficiary has extended or has agreed to extend the following described financial accommodations to Borrowers, secured or to be secured by the Real Property:

A loan not to exceed the principal amount of $ 124,000.00 plus any of the following additional principal advances which may hereinafter be made by Beneficiary: (A) Advances to pay ad valorem taxes, assessments, insurance premiums, or any prior liens pertaining to the Real Property; (B) Advances to pay attorney's fees and cost, trustee's fees and costs, and other cost of collection which Beneficiary is permitted to recover under the Beneficiary's Lien; and (C) Any other advance made by Beneficiary for the preservation, but not the enhancement, of the Real Property; together with any and all interest and late charges accruing to Beneficiary on account of the foregoing principal indebtedness (all such principal and interest being collectively referred to herein as the "Permitted Indebtedness").

BENEFICIARY'S LIEN. The Permitted Indebtedness is or will be secured by the Real Property and evidenced by a Mortgage, dated 9/16/13, from Borrower to Beneficiary (the "Beneficiary's Lien") and recorded in Shelby County, State of Alabama as follows (insert recording information below):

Beneficiary is authorized to insert the recording information for Beneficiary's Lien upon recording of the Deed of Trust referenced above provided that such Deed of Trust does not grant a lien on or otherwise cover property other than the Real Property referenced herein that is subject to the lien of the Subordinated Deed of Trust.

As a condition to the granting of the requested financial accommodations, Beneficiary has required that the Beneficiary's Lien be and remain superior to the Subordinated Mortgage.

NOW THEREFORE RENASANT DOES HEREBY AGREE AS FOLLOWS:

SUBORDINATION. The Subordinated Mortgage is and shall be subordinated in all respects to Beneficiary's Lien to the extent of the Permitted Indebtedness, and it is agreed that Beneficiary's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Mortgage to the extent of the Permitted Indebtedness. This Subordination shall not be applicable to any indebtedness in excess of the Permitted Indebtedness.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Amendments. What is written in this Subordination is Renasant's entire agreement with Beneficiary concerning the matters covered by this Subordination. To be effective, any change or amendment to this Subordination must be in writing and must be signed by Renasant.

Authority. The person who signs this Subordination as or on behalf of Renasant represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Mortgage.

No Party Rights. This Subordination shall not be deemed to have created any rights in favor of a third person other than Beneficiary. Only Beneficiary and its respective successors and assigns shall have the right to enforce any provision of this Agreement. No other person, including, without limitation, Borrowers, shall have any right to enforce any provision of this Agreement.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Law. This Subordination will be governed by federal law applicable to Beneficiary and to the extent not preempted by federal law, the law of the state in which the Real Property is located without regard to its conflicts of law provisions. This Subordination has been accepted by Beneficiary in the state where the Real Property is located.

Successors. This Subordination shall be binding on the successors and assigns of Renasant, and the covenants of Renasant herein in favor of Beneficiary shall extend to, include, and be enforceable by any transferee or endorsee to whom Beneficiary may transfer any or all of the Permitted Indebtedness.

IN WITNESS WHEREOF, Renasant has executed this Subordination, under seal, this 20th day of August, 2013.

RENASANT BANK:

By: ______________________

Ronald Winesette
Asst Branch Manager

20131002000394870 2/4 $23.00
Shelby Cnty Judge of Probate, AL
10/02/2013 11:55:40 AM FILED/CERT

CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Ronald Winesette**, whose name as **Asst Branch Manager**, of Renasant Bank, a Mississippi banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said Renasant Bank.

This the 21st day of August, 2013

(Notary Public)

CHARLES SCOTT S... NOTARY PUBLIC ALABAMA STATE AT LARGE

My Commission Expires:

MY COMMISSION EXPIRES MAY 16, 2017

Prepared by: Ronald Winesette
Renasant Bank
P O Box 709
Tupelo, MS 38802-0709
Telephone (662) 680-1001

20131002000394870 3/4 $23.00
Shelby Cnty Judge of Probate, AL
10/02/2013 11:55:40 AM FILED/CERT

Processor: KK

EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT PARCEL OF LAND IN CITY OF BESSEMER, SHELBY COUNTY, STATE OF ALABAMA, AS MORE FULLY DESCRIBED IN DEED BOOK 2001, PAGE 41950, ID# 12-6-13-0-000-004.004, BEING KNOWN AND DESIGNATED AS LOT 5, COUNTRYSIDE, FILED IN PLAT MAP # 7, PAGE 19.

LOT 5 ACCORDING TO THE SURVEY OF COUNTRYSIDE AS RECORDED IN MAP BOOK 7, PAGE 19, SHELBY COUNTY, ALABAMA RECORDS.
BY FEE SIMPLE DEED FROM TERRY W. QUINN AND DEBBIE N. QUINN, HUSBAND AND WIFE AS SET FORTH IN BOOK 2001 PAGE 41950 DATED 09/24/2001 AND RECORDED 09/28/2001, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

Being the same property as conveyed from TERRY W. QUINN AND DEBBIE N. QUINN, HUSBAND AND WIFE to JAMES H. PHILLIPS, II AND DEBORAH M. PHILLIPS, as set forth in BOOK 2001, PAGE 41950, RECORDED 09/28/2001.

Tax ID: 12-6-13-0-000-004.004

20131002000394870 4/4 $23.00
Shelby Cnty Judge of Probate, AL
10/02/2013 11:55:40 AM FILED/CERT