

20090528000201670 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
05/28/2009 11:08:39 AM FILED/CERT

Return To: 5608093
LSI-LPS
East Recording Solutions
700 Cherrington Parkway
Coraopolis, PA 15108

Subordination Agreement

Customer Name: Brian W Buercklin
Customer Account: xxxxxxxxxxxxt5489

THIS AGREEMENT is made and entered into on this 9 day of March, 2009, by Regions Bank (Hereinafter referred to as "Regions") in favor of Regions Mortgage, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

Regions loaned to Brian W Buercklin (the "Borrower", whether one or more) the sum of \$ \$37,000.00. Such loan is evidenced by a note dated 9/3/2007, executed by Borrower in favor of Regions Bank, which note is secured by a mortgage, deed of trust, security deed, to secure debt, or other security agreement recorded 10/25/2007, in Record Book I#20071025000493750 at Page N/A, amended in Record Book N/A at Page N/A in the public records of SHELBY COUNTY, ALABAMA (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$326,000.00 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 execute this instrument. *rec 2-27-09 as Inst #20090227000070030

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, 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 Regions Bank 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 of the Mortgage necessary to preserve the rights or interest of Lender thereunder, but not to the extent of any other future advances.

By its acceptance of this agreement, the borrower agrees to pay the subordination Fee set out in the Regions Subordination Request Form.

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: Terra Gray
Its Vice President
AS

State of Alabama
County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 9 day of March, 2009, within my jurisdiction, the within named Terra Gray who acknowledged that he/she is AVP of Regions Bank, a banking corporation, and that for and on behalf of the said Regions Bank, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by Regions Bank so to do.

Joseph Marino
Notary Public
3/30/10
My commission expires:

NOTARY MUST AFFIX SEAL
This Instrument Prepared by:
Annette Marino
Regions Bank
PO Box 830721
Birmingham, AL 35282-8860


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Order ID: 5608093

Loan No.: 0896702124

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 750, according to the Survey of Highland Lakes, 7th Sector, an Eddlernan Community, as recorded in Map Book 20, Page 58 A, B and C in Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Assessor's Parcel Number: 09-2-09-0-002-001.096