

20090706000258690 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
07/06/2009 02:48:54 PM FILED/CERT

This section for Recording use only

Subordination Agreement

AL - 6384775

Customer Name: Todd Gray and Stephanie P Gray

Customer Account: xxxxxxxxxxxxt6577

THIS AGREEMENT is made and entered into on this **29** day of **May, 2009**, by Regions Bank (Hereinafter referred to as "Regions") in favor of **WELLS FARGO**, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

Regions loaned to **Todd Gray and Stephanie P Gray** (the "Borrower", whether one or more) the sum of \$ **\$17,000.00**. Such loan is evidenced by a note dated **5/8/2007**, 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 **5/24/2007**, in Record Book **I#20070524000241890** at Page, amended in Record Book at Page in the public records of **SHELBY COUNTY, ALABAMA** (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of **\$126,140.00** 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. **D.D. 6-30-2009 Please record concurrently**
Loan amount not to exceed \$126,140.00 AGREEMENT with mortgage.

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.

Recording requested by: LSI

When recorded return to :

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Santa Ana, CA. 92705

800-756-3524 Ext. 5011

State of Alabama
County of Shelby

Regions Bank

By:

Its Vice President

Kevin Queen

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the **29** day of **May, 2009**, within my jurisdiction, the within named Kevin Queen who acknowledged that he/she is NVP 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.

Notary Public

My commission expires:

Linsey Marie Harmon

NOTARY MUST AFFIX SEAL

This Instrument Prepared by:

Tanya Glover

Regions Bank

PO Box 830721

Birmingham, AL 35282-8860



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Order ID: 6384775

Loan No.: 0108132929

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 24, according to the Survey of Thompson Plantation, as recorded in Map Book 11, Page 53, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel Number: 231023002021034