

This section for Recording use only

Subordination Agreement

THIS AGREEMENT is made and entered into on this **20th** day of **July, 2010**, by Regions Bank (Hereinafter referred to as “Regions”) in favor of **BANK OF AMERICA, N.A.**, its successors and assigns (hereinafter referred to as “Lender”).

Regions loaned to **Kim Benefield** (the "Borrower", whether one or more) the sum of **\$34,700.00**. Such loan is evidenced by a note dated **6/2/2008**, 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 **5/30/2008**, in Record Book **INST#20080625000258650** 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 **\$108,000.00** 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.


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 there under, but not to the extent of any other future advances.

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.

By: [Signature]
Its Vice President

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the **20th** day of **July, 2010**, within my jurisdiction, the within named *Kevin Quere* 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.

having been duly authorized by Regions Bank so to do.

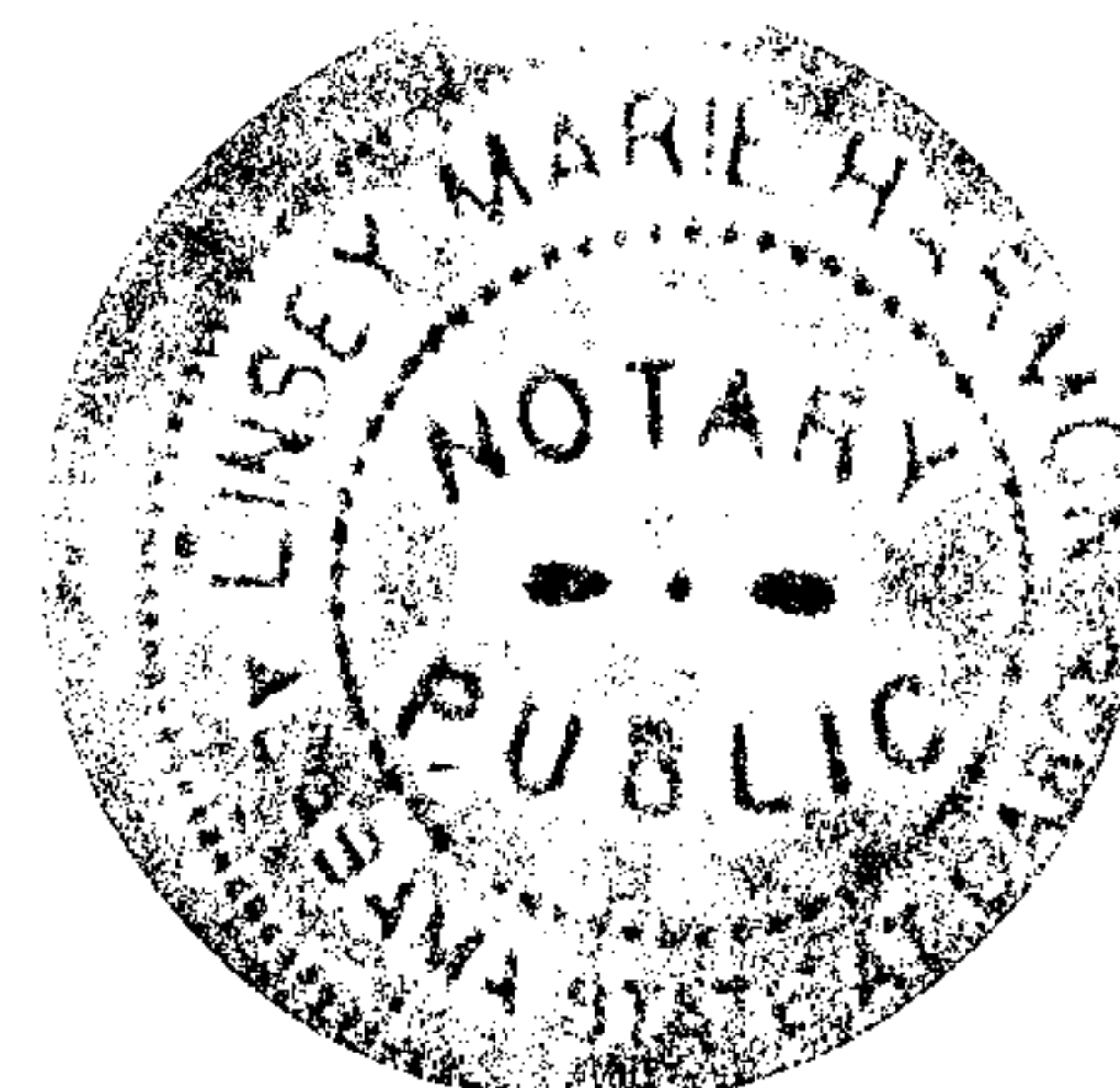

Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 2, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires:

This Instrument Prepared by:

Angela N. Cleckler
Regions Bank
PO Box 830721
Birmingham, AL 35282-8860



SCHEDULE A - LEGAL DESCRIPTION

The following described real estate, situated in Shelby County, Alabama:

Lot 171 according to the Final Plat of High Ridge Village, Phase 8, as recorded in Map Book 33, page 105 in the Probate Office of Shelby County, Alabama.

For Informational Purposes Only the Property Address is: 140 HIGHVIEW COVE, PELHAM, AL 35124

Reference #: 220924364

COUNTY: SHELBY **PARCEL ID:** 137252004028000 **BLOCK:** **LOT:**

This Schedule A has been made accessible via our website for **review only** purposes. The final Schedule will be included with your Title Commitment. Any changes made to the Schedule which have not been sanctioned by our company will not be included in the title policy and therefore will not be insured.

TITLESERV OF NEW JERSEY, INC.
TS-2623970