

20101216000423290 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
12/16/2010 12:08:33 PM FILED/CERT

This section for Recording use only

Subordination Agreement

Recording Requested by &
When Recorded Return To:

Customer Name: Lou S Blundell and Sally E Blundell
Customer Account: xxxxxxxxxxxxa2304

Indecomm US Recordings
2925 Country Drive
St. Paul, MN 55117

THIS AGREEMENT is made and entered into on this **8th** day of **November, 2010**, by Regions Bank (Hereinafter referred to as "Regions") in favor of **BANK OF AMERICA**, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

Regions loaned to **Lou S Blundell and Sally E Blundell** (the "Borrower", whether one or more) the sum of **\$40,000.00**. Such loan is evidenced by a note dated **3/18/2008**, 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 **4/15/2008**, in Record Book **INST# 20080415000151** at Page **NA**, amended in Record Book **NA** at Page **NA** in the public records of **SHELBY COUNTY, ALABAMA** (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of **\$128,000.00** 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.

AGREEMENT

**NOT TO EXCEED*
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.

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.

***Recorded on 12-16-2010
Instrument # 20101216000423280*

Regions Bank

By: *Jeri Gray*
Its Vice President

State of Alabama
County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the **8th** day of **November, 2010**, within my jurisdiction, the within named **Jeri Gray** who acknowledged that he/she is **Jeri Gray** 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.

Bonnie Anger
Notary Public

My commission expires: **3-6-11**

NOTARY MUST AFFIX SEAL

This Instrument Prepared by:

Nathan Lowery
Regions Bank
PO Box 830721
Birmingham, AL 35282-8860

NOTARY PUBLIC
3-6-11

SCHEDULE A
Continued

20101216000423290 2/2 \$16.00
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SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA:

LOT 348, ACCORDING TO THE SURVEY OF PHASE II, FIELDSTONE PARK, THIRD SECTOR,
AS RECORDED IN MAP BOOK 20, PAGE 35 A & B, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

TAX ID NO: **135213002003048**

BEING THE SAME PROPERTY CONVEYED BY DEED

GRANTOR: KEVIN L. HARWELL AND ROBIN K. HARWELL, WIFE AND HUSBAND

GRANTEE: LOU STEVEN BLUNDELL and SALLY I. BLUNDELL, AS JOINT TENANTS

WITH RIGHTS OF SURVIVORSHIP

DATED: 06/22/2006

RECORDED: 07/07/2006

DOC#/BOOK-PAGE: 20060707000325620

ADDRESS: 909 Stonewood Rd , Helena, AL 35080

END OF SCHEDULE A

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