

This section for Recording use only

### Subordination Agreement

**Customer Name: Gregory E Foust**  
**Account Number: 6024 Request Id: 1302SB0197**

THIS AGREEMENT is made and entered into on this 13th day of February, 2013, by Regions Bank (Hereinafter referred to as "Regions Bank") in favor of JP MORGAN CHASE BANK, N.A., its successors and assigns (hereinafter referred to as "Lender").

#### RECITALS

Regions Bank loaned to Gregory E Foust and Cathy L Foust (the "Borrower", whether one or more) the sum of \$65,000.00. Such loan is evidenced by a note dated November 5, 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 11/29/2007, Instrument # 20071129000542400 in the public records of SHELBY COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$147,500.00 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 Bank execute this instrument.

#### AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, Regions Bank 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.

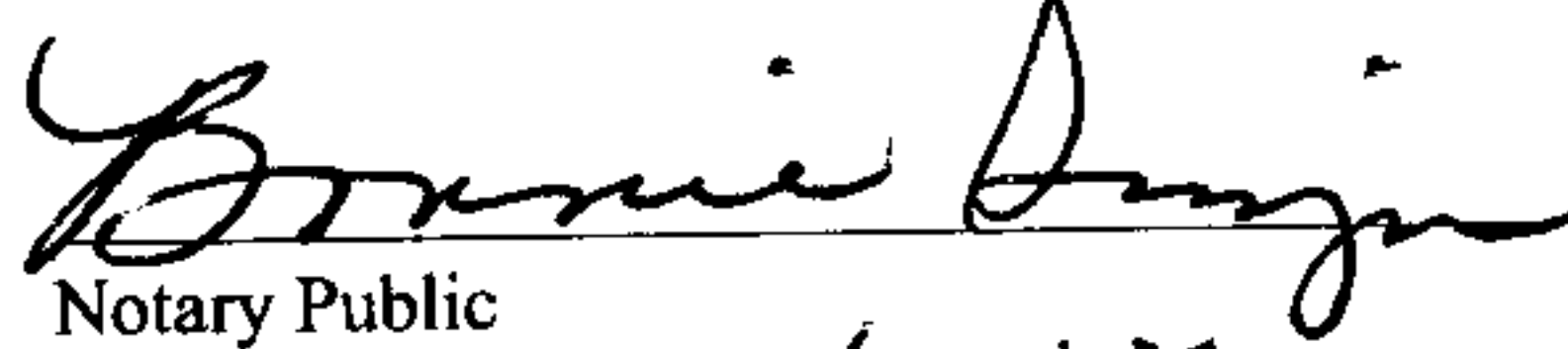
IN WITNESS WHEREOF, Regions Bank has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

**Regions Bank**

By:   
Its Vice President

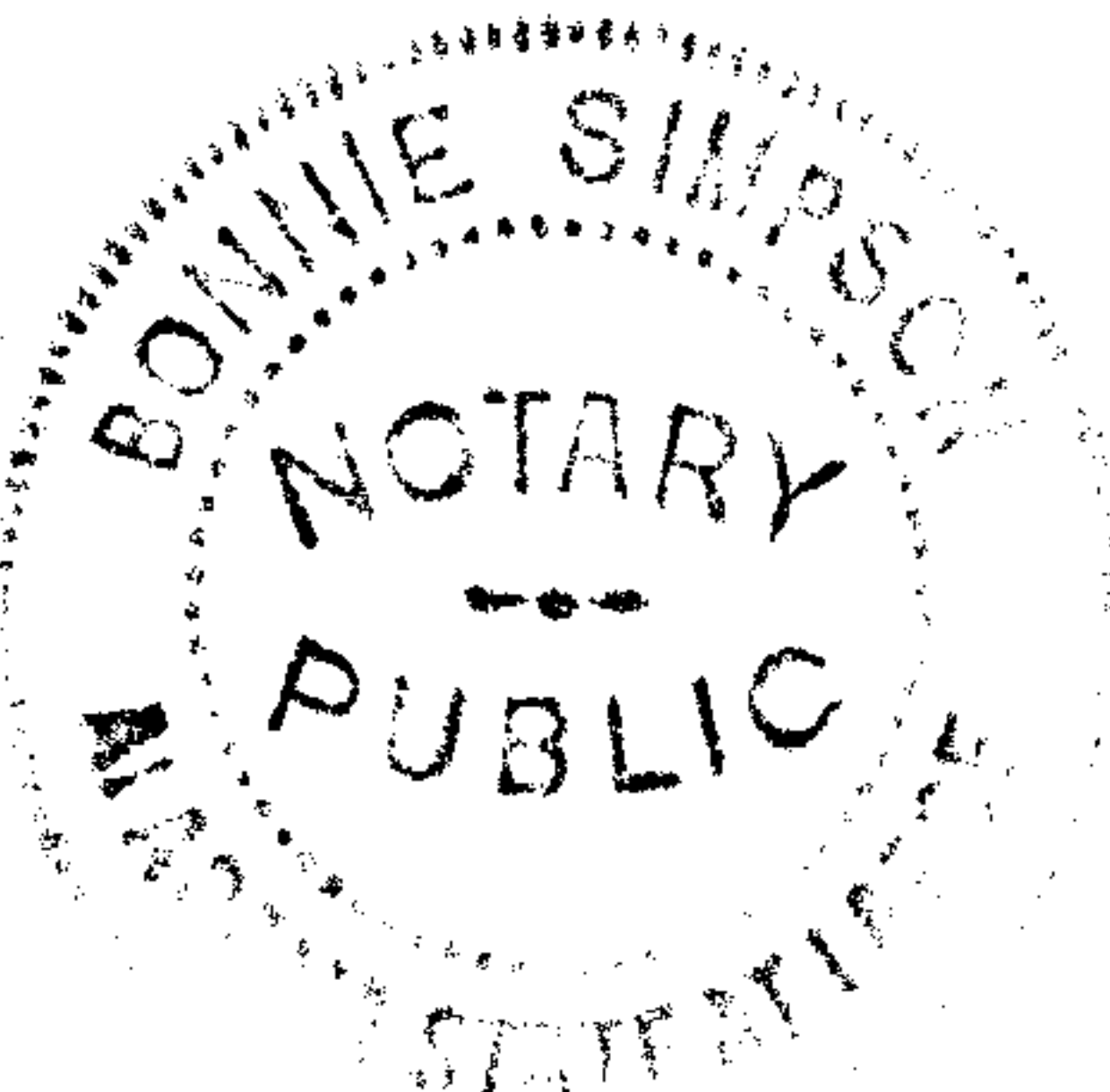
State of Alabama  
County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 13th day of February, 2013, within my jurisdiction, the within named James Watt who acknowledged that he/she is VP 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: 3-6-15

NOTARY MUST AFFIX SEAL  
This Instrument Prepared by:  
D'Ashia Crayton  
Regions Bank  
2050 Parkway Office Cir, RCN 2  
Hoover, AL 35244



20130319000114560 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
03/19/2013 01:18:06 PM FILED/CERT

**LEGAL DESCRIPTION**

**EXHIBIT "A"**


THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF **SHELBY**, STATE OF **ALABAMA** AND IS DESCRIBED AS FOLLOWS:

**ALL THAT PARCEL OF LAND IN SHELBY COUNTY, STATE OF ALABAMA, AS DESCRIBED IN DEED INST #1997-29916, ID# 10-1-01-0-001-001.007, BEING KNOWN AND DESIGNATED AS:**

**LOT 14 ACCORDING TO THE SURVEY OF MEADOW BROOK THIRD SECTOR, AS RECORDED IN MAP BOOK 7 PAGE 66 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**MORE COMMONLY KNOWN AS: 76 MEADOW BROOK ROAD, BIRMINGHAM, AL 35242**

**GREGORY E. FOUST AND CATHY L. FOUST, AS JOINT TENANTS BY FEE SIMPLE DEED FROM ROBERT H. VAUGHN AND WENDY S. VAUGHN, HUSBAND AND WIFE AS SET FORTH IN INST # 1997-29916 DATED 09/02/1997 AND RECORDED 09/17/1997, SHELBY COUNTY RECORDS, STATE OF ALABAMA.**

  
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Shelby Cnty Judge of Probate, AL  
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