

20130627000263170 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
06/27/2013 11:11:51 AM FILED/CERT

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Subordination Agreement

Customer Name: Robert D Foust

Account Number: 4144

Request Id: 1305SB0785

THIS AGREEMENT is made and entered into on this 17th day of June, 2013, by Regions Bank (Hereinafter referred to as "Regions Bank") in favor of Regions Bank, its successors and/or assigns (hereinafter referred to as "Lender").

RECITALS

Regions Bank loaned to Robert D Foust and Cheryl A Foust (the "Borrower", whether one or more) the sum of \$10,000.00. Such loan is evidenced by a note dated April 4, 2003, 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 4/17/2003, Instrument # 20030417000233010 in the public records of SHELBY COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$80,000.00 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 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 17th day of June, 2013, within my jurisdiction, the within named James Watts 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: COMMISSION EXPIRES JANUARY 8, 2017

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

LEGAL

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA,
TO-WIT:

LOT 16, ACCORDING TO SURVEY OF NAVAJO HILLS, 6TH SECTOR, MAP OF WHICH IS
RECORDED IN MAP BOOK 6, PAGE 67, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA. LESS AND EXCEPT: A PART OF LOT 16 NAVAJO HILLS 6TH SECTOR, AS
RECORDED IN MAP BOOK 6, PAGE 67 IN THE OFFICE OF THE JUDGE OF PROBATE OF
SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 16; THENCE RUN WEST ALONG THE
NORTH LOT LINE 15.36 FEET TO A POINT ON THE EDGE OF A CONCRETE DRIVE; THENCE
TURN RIGHT 102 DEG. 01 MIN. 21 SEC. AND RUN NORTHEAST ALONG THE EDGE OF SAID
DRIVE A DISTANCE OF 15.4 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF CROSS
PATH DRIVE; THENCE RUN SOUTH ALONG SAID RIGHT OF WAY 3.2 FEET TO THE POINT OF
BEGINNING.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR
MINERAL RIGHTS OF RECORD, IF ANY.



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