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09/25/2014 03:18:50 PM
SUBAGREM 1/2

This section for Recording use only

Subordination Agreement

8268206

Customer Name: Jack B Rutledge

Account Number: 3784

Request Id: 1403SB0096

THIS AGREEMENT is made and entered into on this 20th day of March, 2014, by Regions Bank (Hereinafter referred to as "Regions Bank") in favor of GREEN TREE SERVICING LLC, its successors and/or assigns (hereinafter referred to as "Lender").

RECITALS

Regions Bank loaned to Jack B Rutledge (the "Borrower", whether one or more) the sum of \$145,000.00. Such loan is evidenced by a note dated March 5, 2005, 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 4/16/2008, Instrument # 2008154750 in the public records of SHELBY COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$116,800.00 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.

*** Recording concurrently herewith 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

James Watts
James Watts

State of Alabama
County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 20th day of March, 2014, 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.

Bonnie Simpson
Notary Public *Bonnie Simpson*
3-6-15
My commission expires:

NOTARY MUST AFFIX SEAL
This Instrument Prepared by:
Terri O'Neill
Regions Bank
2050 Parkway Office Cir, RCN 2
Hoover, AL 35244



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Exhibit "A"

Real property in the City of **BIRMINGHAM**, County of **Shelby**, State of **Alabama**, described as follows:

LOT 9, ACCORDING TO THE SURVEY OF RIVERCHASE COVE, AS RECORDED IN MAP BOOK 20, PAGE 109, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Being all of that certain property conveyed to JACK B. RUTLEDGE from P & R SOUTHLAND PROPERTIES, INC., by deed dated May 29, 1998 and recorded June 08, 1998 AS INSTRUMENT NO. 1998-21175 of official records.

Commonly known as: 1032 RIVERCHASE COVE, BIRMINGHAM, AL 35244

APN #: **11-7-25-0-005-009.000**

 **RUTLEDGE**
48470340  **AL**
FIRST AMERICAN ELS
SUBORDINATION AGREEMENT


*WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING*



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
09/25/2014 03:18:50 PM
\$17.00 CHERRY
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A handwritten signature in black ink, appearing to be "James W. Fuhrmeister", is written over the official text.