



20170217000057720 1/2 \$19.00  
Shelby Cnty Judge of Probate AL  
02/17/2017 11:54:39 AM FILED/CERT

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### Subordination Agreement

**Customer Name: Gene L Garrett**

**Account Number: 6829**

**Request Id: 1612SB0013**

THIS AGREEMENT is made and entered into on this 2nd day of December, 2016, 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 Gene L Garrett and Linda C Garrett (the "Borrower", whether one or more) the sum of \$100,000.00. Such loan is evidenced by a note dated November 14, 2014, 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 12/4/2014, Instrument # 20141204000381640 in the public records of Shelby County, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$82,000.00 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: Rore Waitthaka  
Its Vice President

State of Alabama  
County of Shelby

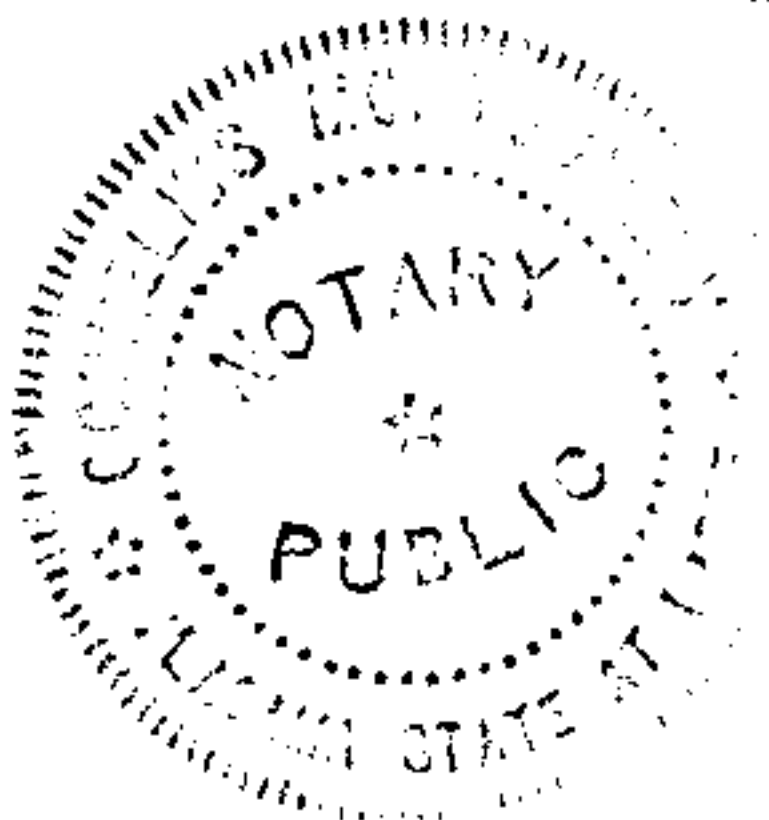
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 2nd day of December, 2016, within my jurisdiction, the within named Rore Waitthaka who acknowledged that he/she is VP of Regions Bank, a banking corporation, and that for and on behalf of the said 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.

[Signature]  
Notary Public

**MY COMMISSION EXPIRES AUGUST 10, 2019**

My commission expires

NOTARY MUST AFFIX SEAL  
This Instrument Prepared by:  
Jacqueline Allen  
Regions Bank  
2050 Parkway Office Cir, RCN 2  
Hoover, AL 35244







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LEGAL

OFFICE OF SHELBY COUNTY, ALABAMA: BEING SITUATED IN SHELBY COUNTY,  
ALABAMA.

SUBJECT TO: EASEMENT AS SHOWN BY RECORDED PLAT; TITLE TO ALL MINERALS  
WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS  
AND OTHER RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, INCLUDING  
RIGHTS SET OUT IN DEED BOOK 121 PAGE 294, DEED BOOK 57 PAGE 584 AND DEED  
BOOK 60 PAGE 260 IN PROBATE OFFICE; AMENDED AND RESTATED RESTRICTIVE  
COVENANTS AS SET OUT IN INSTRUMENT(S) RECORDED IS REAL 265, PAGES 96 AND  
109; SHELBY CABLE AGREEMENT AS SET OUT IN REAL 350 PAGE 545; BUILDING  
SETBACK LINE AS SET OUT IN THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF GREYSTONE FARMS NORTH AS RECORDED IN INST. #1996/17498  
AND INST. #1998-10063, AND MAP BOOK 24 PAGE 119; COVENANTS AND AGREEMENT  
FOR WATER SERVICE AS SET OUT IN AN AGREEMENT RECORDED IN REAL BOOK 235  
PAGE 574 AS MODIFIED BY AGREEMENT RECORDED AS INSTRUMENT #1992-20786, AS  
FURTHER MODIFIED BY AGREEMENT RECORDED AS INSTRUMENT #1993-20840;  
DEVELOPMENT AGREEMENT INCLUDING RESTRICTIONS AND COVENANTS AS SET  
OUT IN INSTRUMENT BETWEEN DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP,  
GREYSTONE RESIDENTIAL ASSOCIATION, INC., GREYSTONE RIDGE, INC. AND UNITED  
STATES FIDELITY AND GUARANTY COMPANY AS INSTRUMENT NO. 199-22318; AND  
1ST AMENDMENT RECORDED IN INST. #1996-530 AND 2ND AMENDMENT RECORDED  
AS INST. #1998-16170; GREYSTONE FARMS NORTH RECIPROCAL EASEMENT  
AGREEMENT RECORDED AS INSTRUMENT #1996/17497; DECLARATION OF  
COVENANTS, CONDITION AND RESTRICTIONS AS TO GREYSTONE FARMS NORTH  
RECORDED AS INST. #1996/17498 AND AMENDED BY INST. #1998-10063; ARTICLES OF  
INCORPORATION OF GREYSTONE FARMS NORTH OWNER'S ASSOCIATION, INC.,  
RECORDED AS INST. #1996-199 AND AMENDED IN INST. #1997-8840; EASEMENT  
AGREEMENT BY AND BETWEEN GREYSTONE FARMS NORTH, L.L.C., EQUINE  
PARTNERS, L.L.C., NORTH LAKE AT GREYSTONE OWNER'S ASSOCIATION, INC., AND  
GREYSTONE COVE, L.L.C. AS SET OUT IN INST. #1998-18416, RECIPROCAL USE  
AGREEMENT BY AND BETWEEN NORTH LAKE AT GREYSTONE OWNERS'  
ASSOCIATION, INC., AND THE COTTAGES OF GREYSTONE HOMEOWNERS'  
ASSOCIATION, INC., SET OUT IN INST. #1999-24249 IN PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA.

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

BEING THE SAME PREMISES CONVEYED TO GENE L. GARRETT AND LINDA C. GARRETT,  
AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP FROM GREYSTONE LANDS, INC.,  
AN ALABAMA CORPORATION BY STATUTORY WARRANTY DEED- JOINT TENANTS  
WITH RIGHT OF SURVIVORSHIP DATED 6/23/2000, AND RECORDED ON 6/28/2000,  
DOCUMENT # 2000-21545, IN SHELBY COUNTY, AL.

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EFFECTIVE DATE:

10-27-2016

THIS PROPERTY IS OWNED BY OR VESTED IN:

GENE L. GARRETT AND LINDA C. GARRETT, AS JOINT TENANTS,  
WITH RIGHT OF SURVIVORSHIP

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END OF REPORT

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