

## Mortgage Lien Subordination Agreement

STATE OF ALABAMA )  
COUNTY OF ~~JEFFERSON~~ )  
                  SHELBY (PS)

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, on April 8, 1998, Keyvan and Sara Soleymani, (hereinafter referred to as "Mortgagor") did execute in favor of REGIONS BANK (hereinafter referred to as "Mortgagee") a mortgage which then and does now constitute a lien as recorded in Instrument No. 9804/9682, County of ~~Jefferson~~, and said Property is described as follows:

Shelby  
(PS)

LOT 44 ACCORDING TO THE SURVEY OF SADDLE RUN SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 28, IN THE PROBATE OFFICE OF **SHELBY COUNTY, ALABAMA.**

WHEREAS, the sum of \$83,044.76, is still owed on the debt secured by such mortgage; and

WHEREAS, Mortgagor desires to refinance said property through a new term mortgage in favor of AMSOUTH BANK and to secure such loan by mortgage lien on the above described property, and desires that mortgage lien in favor of Mortgagee be subordinated and made junior to a mortgage lien which Mortgagor desires to effect by executing said mortgage with AMSOUTH BANK;

WHEREAS, Mortgagee (in consideration of the fact that their mortgage will be better secured as a second lien on the property) has previously agreed, and are now willing and desirous of executing such document as is necessary to effect the subordination of their mortgage lien so as to allow Mortgagor to execute a mortgage furnishing a valid first lien in favor of and to AMSOUTH BANK;

NOW, THEREFORE, Mortgagee does hereby subordinate its mortgage lien on the above described land, as established by mortgage, with such mortgage now, by virtue of this document, hereby being made subordinate and junior to the mortgage executed by Mortgagor to AMSOUTH BANK, on the 29<sup>th</sup> day of April, 2002, a copy of which is attached hereto, to secure an indebtedness of \$54,000.00.

BE IT KNOWN, however, that the mortgage in favor of Mortgagee shall in all other respects remain in full force and effect and constitute a first valid lien against the

above described property as to all other liens (with the sole exception of the lien created in favor of AMSOUTH BANK).

Mortgagor and Mortgagee warrant that Mortgagee is the owner of the mortgage.

IN WITNESS WHEREOF, we have hereunto set our signatures and seals this the 30<sup>th</sup> day of April, 2002.

Regions Bank  
By: D. Goodson  
Its: Vice President

#### CORPORATE ACKNOWLEDGEMENT

STATE OF ALABAMA                    )  
COUNTY OF Jefferson            )

I, the undersigned, a Notary Public in and for said State and County, hereby certify that D Goodson whose name as Vice President of Regions Bank a Alabama Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, D Goodson as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 30<sup>th</sup> day of April, 2002

My Commission Expires:

Angela Godfrey  
Notary Public

