

5181439

20080404000137670 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
04/04/2008 01:05:28PM FILED/CERT

### Subordination Agreement

Customer Name: ROBERT SAPP AND SUSAN SAPP

Customer Account: 00001501290055270

THIS AGREEMENT is made and entered into on this 3 day of January 2008, by Regions Bank (hereinafter referred to as "Regions") in favor of JP MORGAN CHASE BANK, its successors and assigns (hereinafter referred to as "Lender").

### RECITALS

Regions loaned to ROBERT SAPP AND SUSAN SAPP (the "Borrower") whether one or more) the sum of \$40,000.00. Such loan is evidenced by a note dated 03-05-07, executed by Borrower in favor of Regions, which note is secured by a mortgage, deed of trust, security deed, to secure debt, or other security agreement recorded 03/30/2007, in Record Book INST 20070330000144600, at Page NA, amended in Record Book NA at Page NA in the public records of SHELBY COUNTY, ALABAMA (the "Regions Mortgage"). Borrower has requested that Lender lend to it the sum of \$68,000.00, 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 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 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 or 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 has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

REGIONS BANK

By: Terrin Gray  
Its Vice President  
AST

State of Alabama  
Shelby County

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 3 day of January 2008, within my jurisdiction, the within named Terrin Gray who acknowledged that he/she is AVP 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.

Linsey Marie Harmon  
Notary Public

My commission expires: 3/30/10

NOTARY MUST AFFIX SEAL

This Instrument Prepared by:

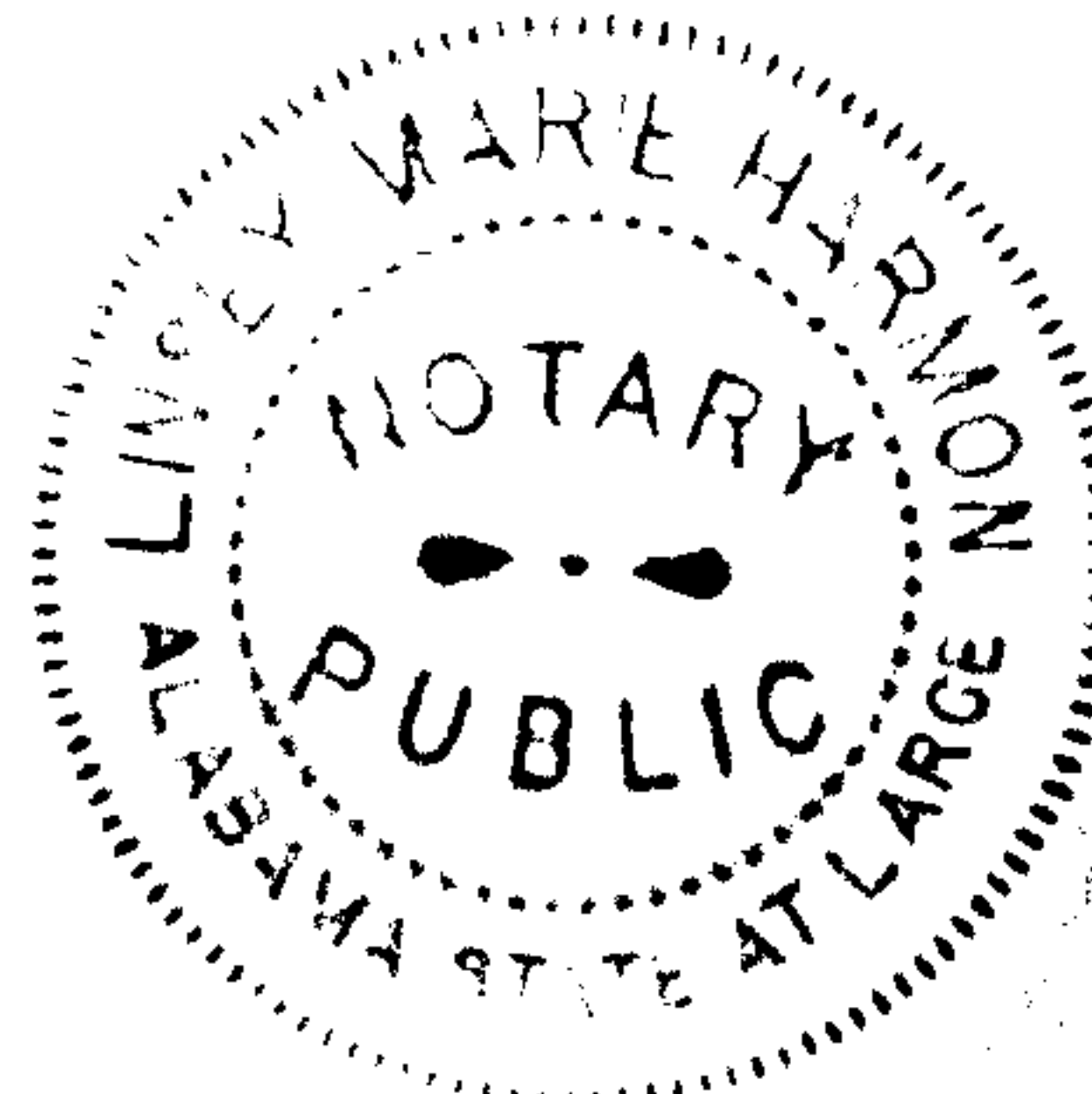
Regions Bank  
Bonnie Simpson  
P.O. Box 83077  
Birmingham, AL 35283

Bonnie Simpson

SAPP  
14440040

FIRST AMERICAN ELS  
SUBORDINATION AGREEMENT

AL



When recorded mail to:  
First American Title Insurance Company  
Lenders Advantage  
1100 Superior Avenue, Ste. 200  
Cleveland, Ohio 44114  
Attn.: National Recording


  
20080404000137670 2/2 \$15.00  
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EXHIBIT A

SITUATED IN SHELBY COUNTY, ALABAMA TO-WIT: LOT 1, BLOCK 5,  
ACCORDING TO THE SURVEY OF ARDEN SUBDIVISION OF THE TOWN OF  
MONTEVALLO, AS RECORDED IN MAP BOOK 3 PAGE 64 IN THE PROBATE  
OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY  
COUNTY, ALABAMA.

Permanent Parcel Number: 275214002001000  
ROBERT M. SAPP AND WIFE, SUSAN SAPP AS JOINT TENANTS WITH RIGHT OF  
SURVIVORSHIP

290 PARKWAY CIRCLE, MONTEVALLO AL 35115  
Loan Reference Number : 5181439/12061439  
First American Order No: 13673476  
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

