



20080620000253590 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
06/20/2008 02:19:09PM FILED/CERT

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## SUBORDINATION AGREEMENT

AL

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**Subordination Agreement**

Customer Name: WILLIAM E. BORGSTROM AND MARY BORGSTROM  
Customer Account: 4327130000199540

THIS AGREEMENT is made and entered into on this **2** day of **May 2008**, by Regions Bank (hereinafter referred to as "Regions") in favor of **BANK OF AMERICA**, its successors and assigns (hereinafter referred to as "Lender").

**RECITALS**

Regions loaned to **WILLIAM E. BORGSTROM AND MARY BORGSTROM** (the "Borrower") whether one or more) the sum of **\$47,000.00**. Such loan is evidenced by a note dated **06-07-06**, 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 **06/28/2006**, in Record Book **INST 20060628000312750**, at Page **0**, amended in Record Book **0** at Page **0** in the public records of **SHELBY COUNTY, ALABAMA** (the "Regions Mortgage"). Borrower has requested that Lender lend to it the sum of **\$234,579.00**, 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.

*0.0: 2/28/08*      *Rec: 4/17/08*      *I#: 20080417000157610*

**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.

State of Alabama  
Shelby County

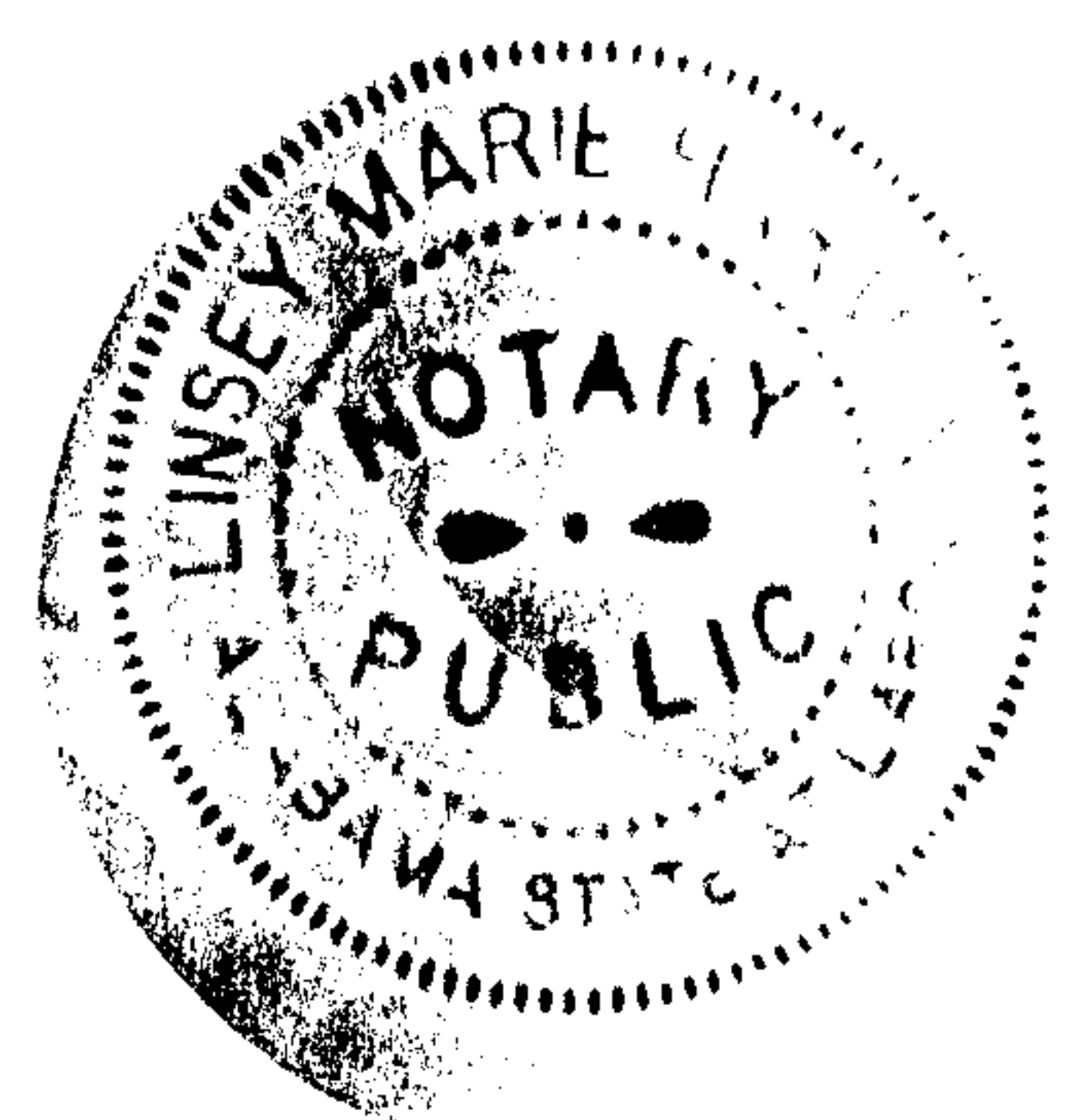
REGIONS BANK  
By: *[Signature]*  
Its Vice President  
*ASST*

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the **2** day of **May 2008**, within my jurisdiction, the within named *Kevin Queen* who acknowledged that he/she is *NVP* 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      *Linsey M. Harmon*  
*3/31/10*  
My commission expires:

**NOTARY MUST AFFIX SEAL**

This Instrument Prepared by:  
Regions Bank  
Bonnie Simpson *[Signature]*  
P.O. Box 830721  
Birmingham, AL 35283



APN:

Order ID: 4198172

Loan No.: 6034430311

EXHIBIT A  
LEGAL DESCRIPTION

The land referred to in this policy is situated in the State of AL, County of SHELBY, City of HOOVER and described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT:

LOT 12, ACCORDING TO THE SURVEY OF ALTADENA WOODS, 3RD SECTOR, AS RECORDED IN MAP BOOK 11 PAGE 7, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

A PARCEL OF LAND SITUATED IN LOT 13, ALTADENA WOODS, 3RD SECTOR, AS RECORDED IN MAP BOOK 11, PAGE 7, IN THE OFFICE OF THE JUDGE OF PROBATE SHELBY COUNTY, ALABAMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST MOST CORNER OF SAID LOT 13 AND RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEAST LINE OF SAID LOT 13 FOR A DISTANCE OF 250.45 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 163 DEG. 32 MIN. 47 SEC. AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 234.37 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 13; THENCE TURN AN ANGLE TO THE LEFT OF 85 DEG. 18 MIN. 41 SEC. AND RUN IN A NORTHEASTERLY DIRECTION ALONG SAID SOUTH LINE FOR A DISTANCE OF 71.17 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

BEING THE SAME PARCEL CONVEYED TO WILLIAM E. BORGSTROM AND MARY BORGSTROM FROM BARTON F. CARR AND LISA T. CARR BY VIRTUE OF A DEED DATED JULY 26, 2000 RECORDED AUGUST 09, 2000 IN DEED DOCUMENT NO. 2000-27160 IN SHELBY COUNTY, ALABAMA

APN: 102040001042022

WITH THE APPURTENANCES THERETO.

APN: