

**Subordination Agreement** 

Customer Name: GARY MOON AND JAN MOON

Customer Account: 4327130000434178

2921713-26 2923841-2R

THIS AGREEMENT is made and entered into on this 13 day of June 2008, by Regions Bank (hereinafter referred to as "Regions") in favor of MERS as nominee for QUICKEN LOANS, INC., its successors and assigns (hereinafter referred to as "Lender").

## **RECITALS**

Regions loaned to GARY MOON AND JAN MOON (the "Borrower") whether one or more) the sum of \$100,000.00. Such loan is evidenced by a note dated 10-09-07, 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 10/29/2007, in Record Book INST 20071029000496950, 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 \$203,000.00, 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.

Recorded 7/2/2008 in DUC # ZOUS U702000269 050

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

Its Vice President

State of Alabama Shelby County

PERSONALLY APPEARED B	SEFORE ME, the underst	igned authority	in and for the sa	aid County and Star	Įξ
on this the 13 day of June 2998, within p		<del>-</del>	18cri Gay	who	
acknowledged that he/she is	XW	of REGIONS I	BANK, a bankir	ng corporation, and	ı
that for and on behalf of the said Regions	s Bank, and as its act and	d deed, he/she e	xequted the abor		
instrument, after first having been duly a	uthorized by Regions Ba	sak so to do.			
		Moeral	Kens Town	uz_	
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		7	$1 \ge 1/10$		

My commission expires:

NOTARY MUST AFFIX SEAL

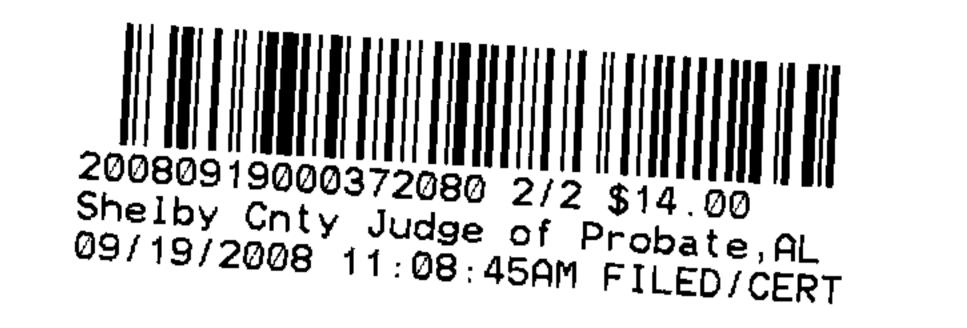
This Instrument Prepared by:

Regions Bank

Bonnie Simpson

B.O. Boy 820721

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## **EXHIBIT A - LEGAL DESCRIPTION**

Tax ID Number(s): 09-5-16-0-005-017.000

Land situated in the County of Shelby in the State of AL

LOT 22-50, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, 22ND SECTOR, PHASE II, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 36, PAGE 94 A-C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

Commonly known as: 211 Sheffield Lane, Birmingham, AL 35242