

Subordination Agreement

Customer Name: Russell K Schenk
Customer Account: 1896017490

THIS AGREEMENT is made and entered into on this ____ day of _____, _____ by Regions Bank d/b/a Regions Mortgage in favor of Regions Bank d/b/a Regions Mortgage, its successors and assigns (hereinafter referred to as Lender”).

RECITALS

AmSouth Bank loaned to Russell K. Schenk (the “Borrower”) whether one or more) the sum of \$5,000.00. Such loan is evidenced by a note dated 9-13-04, which note is secured by a mortgage, deed of trust, security deed, to secure debt, or other security agreement recorded 10-1-04, in Record Book INST# 2004, at Page 54417, amended in Record Book _____ at Page _____ in the public records of SHELBY COUNTY ALABAMA (the “Regions Bank”). Borrower has requested that Lender lend to it the sum of \$109,800.00, 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 d/b/a Regions Mortgage 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 d/b/a Regions Mortgage 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 d/b/a Regions Mortgage 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 Bank d/b/a Regions Mortgage has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

REGIONS BANK d/b/a REGIONS MORTGAGE

By: Marianne Garner Lee

Title: Vice President

State of Mississippi
FORREST County

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 18th day of December, 2008, within my jurisdiction, the within named, MARIANNE Garner Lee, who acknowledged that he/she is Vice President of Regions Bank d/b/a Regions Mortgage, and that for and on behalf of the said Regions Bank d/b/a Regions Mortgage, and as its act and deed, he/she executed above and foregoing instrument, after first having been duly authorized by Regions Bank dba Regions Mortgage so to do.

Patsy L. Welborn
Notary Public

My commission expires: 6/7/2009
NOTARY MUST AFFIX SEAL

