

Subordination Agreement

Customer Name: FRANKLIN AND LEIGH DANLEY

Customer Account: [REDACTED] 3375

THIS AGREEMENT is made and entered into on this 30 day of January 2009, by Regions Bank (hereinafter referred to as "Regions") in favor of REGIONS, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

Regions loaned to FRANKLIN AND LEIGH DANLEY (the "Borrower") whether one or more) the sum of \$79,000.00. Such loan is evidenced by a note dated 11/23/2006, 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 12/15/2006, in Record Book I#20061215000612040, 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 \$555,000.00, 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 2-2-09 as Inst #20090202000031710  
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: Michael Wood  
Its Vice President

State of Alabama  
Shelby County

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 30 day of January 2009, within my jurisdiction, the within named Michael Wood who acknowledged that he/she is VP 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.

Bonnie Simpson  
Notary Public

3-6-11  
My commission expires:

NOTARY MUST AFFIX SEAL

This Instrument Prepared by:

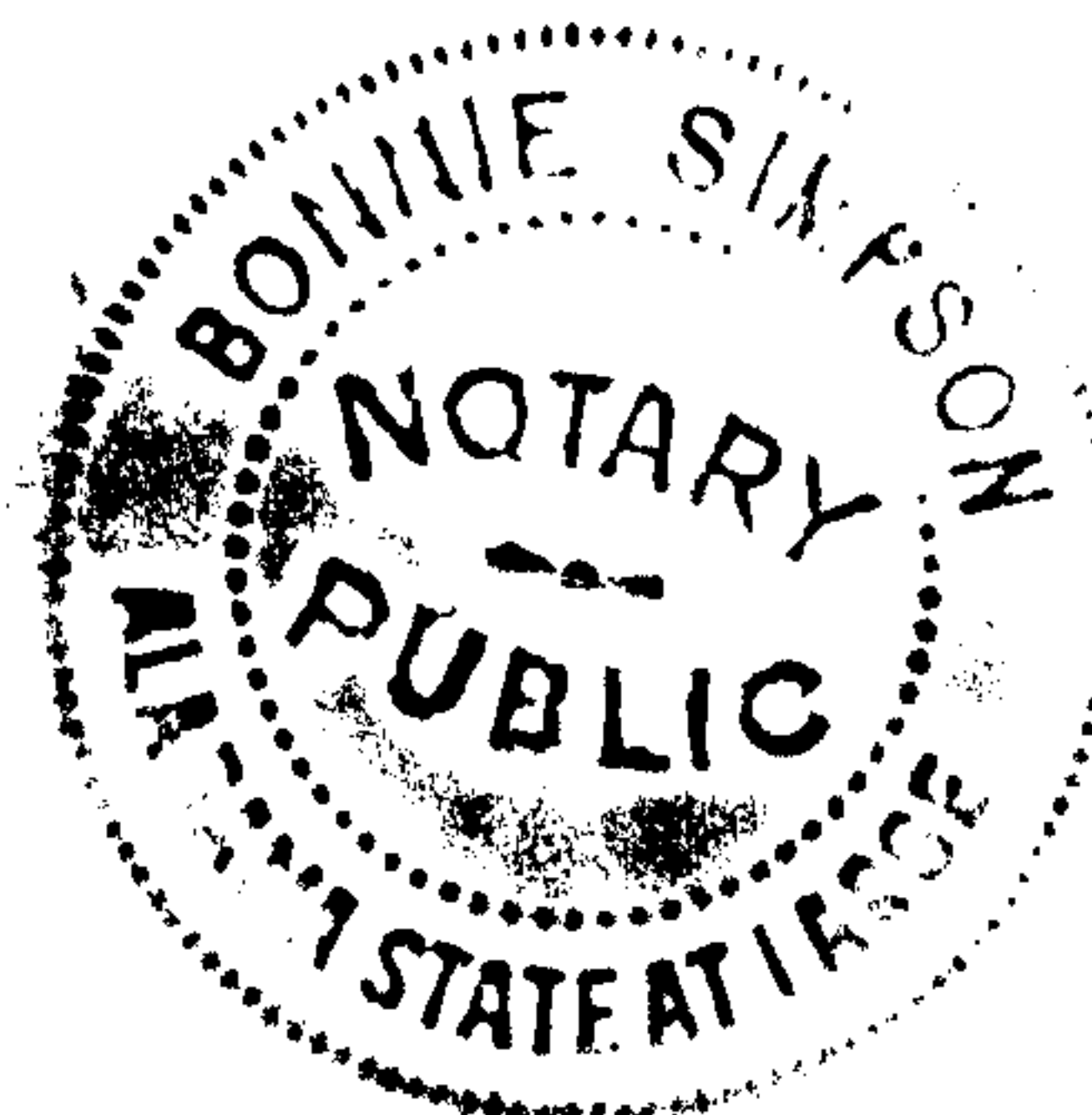
Regions Bank  
Tanya K. Glover  
P.O. Box 830721  
Birmingham, AL 35283


Tanya K. Glover

Return To:

5451984

LSI  
LSI-LPS  
East Recording Solutions  
700 Cherrington Parkway  
Coraopolis, PA 15108



  
20090217000055010 2/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
02/17/2009 11:02:33AM FILED/CERT

Order ID: 5451984

Loan No.: 0896683515

## **EXHIBIT A LEGAL DESCRIPTION**

The following described property:

Tract 8, according to the Survey of Meadow Lake Farms, as recorded in Map Book 27 Page 101 in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama. Said Tract 8 is more particularly described as follows:

Commence at the NW corner of Section 11, Township 22 South, Range 2 West; thence South 01 deg. 07 min. 06 sec. West along the West line of the NW 1/4 of the NW 1/4 of said Section 11 a distance of 1,817.72 feet; thence leaving said West line South 88 deg. 18 min. 07 sec. East a distance of 2,524.64 feet; thence North 00 deg 07 min. 28 sec. West a distance of 487.31 feet; thence North 41 deg. 39 min. 03 sec. West a distance of 162.37 feet to the point of beginning; thence continue Northwesterly along last described course a distance of 1,043.29 feet to the center of a 50 foot radius circle easement, said point also being the beginning of a 60 foot ingress\egress, utilities and drainage easement lying either side of and parallel to the following described centerline; thence North 06 deg. 02 min. 44 sec. West along said centerline a distance of 327.479 feet; thence leaving said centerline North 85 deg. 09 min. 30 sec. East a distance of 707.23 feet; thence South 75 deg. 29 min. 53 sec. East a distance of 579.79 feet; thence South 17 deg. 29 min. 32 sec. West a distance of 538.13 feet thence South 36 deg. 37 min. 12 sec. West a distance of 631.05 feet to the point of beginning; being situated in Shelby County. Alabama.

Together with (i) the non-exclusive easements for ingress, egress, utilities and drainage; the non-exclusive recreational easement; and the non-exclusive easement for the use of the lake, all as created pursuant to the Record Map and Survey of Meadow Lake Farms as recorded in Map Book 27 Page 101, in the Office of the Judge of Probate of Shelby County, Alabama, and/or that certain Declaration of Restrictive Covenants for Meadow Lake Farms as recorded in said Probate Office as Inst. No. 2000-39333 as amended in Inst. No. 2000-39334; and (ii) Easement granted in Deed from Grantor herein to Meadow Lake Farms Homeowners Association, Inc., recorded as Inst. No. 2000-40675; and (iii) Easement granted in Deed from James E. Brewer and Wife, Jan E. Brewer to Meadow Lake Farms Homeowners Association, Inc. recorded as Inst. No. 2000-40674 in the Probate Office.

Less and except any portion of Tract 8 located within Meadow Lake Drive or Meadow Lake Circle.

Assessor's Parcel Number: 281020000015008