## Subordination Agreement

20090311000089190 1/2 \$14.00 Shelby Cnty Judge of Probate, AL 03/11/2009 01:08:39PM FILED/CERT

Customer Name: Christopher M Greene Customer Account: xxxxxxxxxxxxx0681

THIS AGREEMENT is made and entered into on this 10 day of February, 2009, by Regions Bank (Hereinafter referred to as "Regions") in favor of SUNTRUST MORTGAGE, its successors and assigns (hereinafter referred to as "Lender").

## **RECITALS**

Regions loaned to Christopher M Greene (the "Borrower", whether one or more) the sum of \$ \$116,000.00. Such loan is evidenced by a note dated 8/29/2008, executed by Borrower in favor of Regions Bank, which note is secured by a mortgage, deed of trust, security deed, to secure debt, or other security agreement recorded 10/9/2008, in Record Book I#20081009000399220 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 \$12\frac{1}{2},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 of 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 has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

Regions Bank

By: May

Its Vice President

AST

State of Alabama County of Shelby

PERSONALLY APPEARD BEFORE ME, the undersigned authority in and for the said County and State, on this the 10 day of February, 2009, within my jurisdiction, the within named 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.

Notary Public

My commission expires

NOTARY MUST AFFIX SEAL

This Instrument Prepared by:

Sandrea Evans

Regions Bank

PO Box 830721

Birmingham, AL 35282-8860

ORDER,#: 253542

## EXHIBIT A



Shelby Cnty Judge of Probate, AL 03/11/2009 01:08:39PM FILED/CERT

ALL THAT PARCEL OF LAND IN SHELBY COUNTY, STATE OF ALABAMA, AS MORE FULLY DESCRIBED IN DEED BOOK 200404230002, PAGE 12130, ID# 10-1-02-0-005-033.000, BEING KNOWN AND DESIGNATED AS.

LOT 32, BLOCK 8, ACCORDING TO THE AMENDED MAP OF WOODFORD AS RECORDED IN MAP BOOK 8, PAGE 51 A, B, C & D IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED.

BY FEE SIMPLE DEED FROM JAMES EARL ROSS, JR. AND SUSAN C. ROSS AS SET FORTH IN BOOK 200404230002 PAGE 12130 DATED 04/20/2004 AND RECORDED 04/23/2004, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

.