

20090406000125210 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
04/06/2009 02:14:05PM FILED/CERT

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5871002

**Subordination Agreement**

**Customer Name: Daniel A Crowson and Ashley M Crowson**

**Customer Account: xxxxxxxxxxxx5629**

THIS AGREEMENT is made and entered into on this **20** day of **February, 2009**, by Regions Bank (Hereinafter referred to as "Regions") in favor of **GMAC Mortgage**, its successors and assigns (hereinafter referred to as "Lender").

**RECITALS**

Regions loaned to **Daniel A Crowson and Ashley M Crowson** (the "Borrower", whether one or more) the sum of \$ **\$129,000.00**. Such loan is evidenced by a note dated **11/8/2004**, 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 **12/7/2004**, in Record Book **I#20041207000669110** at Page, amended in Record Book **I#20050929000508100** at Page in the public records of **Shelby, ALABAMA** (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of **\$349,000.00** 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.

*By its acceptance of this agreement, the borrower agrees to pay the subordination Fee set out in the Regions Subordination Request Form.*

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 *Terry Gray*  
Its Vice President

*ABT*

State of Alabama  
County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the **20** day of **February, 2009**, within my jurisdiction, the within named *Terry Gray* who acknowledged that he/she is *RVP* 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

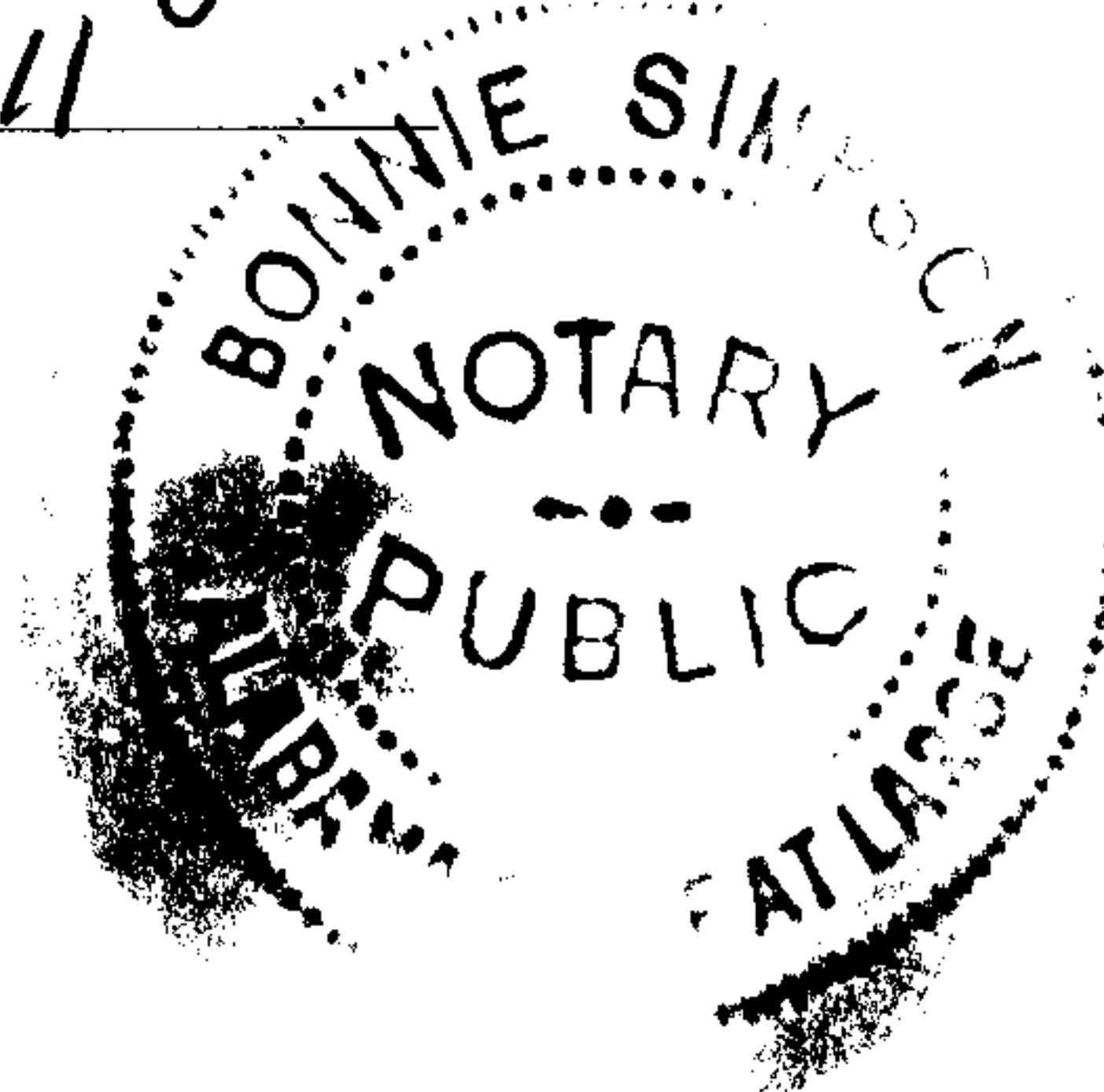
This Instrument Prepared by:

**NATHAN LOWERY** *Nathan Lowery*

Regions Bank

PO Box 830721

Birmingham, AL 35282-8860




### **Exhibit "A"**

The land referred to in this policy is situated in the **STATE OF ALABAMA, COUNTY OF SHELBY, CITY OF BIRMINGHAM**, and described as follows:

LOT 1734-A, ACCORDING TO A RE-SUBDIVISION OF HIGHLAND LAKES, 17TH SECTOR, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 27 PAGE 90 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA: BEING SITUATED IN SHELBY COUNTY, ALABAMA, TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREA ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, RECORDED AS INSTRUMENT #1994-07111 AND AMENDED IN INST. #1996-17543 AND AMENDED IN INST #1999-31095 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 17TH SECTOR, RECORDED AS INSTRUMENT NO. 2000-41317 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS, THE "DECLARATION").

Being all of that certain property conveyed to ASHLEY M. CROWSON from DKM ENTERPRISES, INC., AN ALABAMA CORPORATION, by deed dated 02/24/03 and recorded 02/28/03 in Deed Book 2003, Page 12372 of official records.

**APN:294180000005001**

  
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