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5709690

20090409000131230 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
04/09/2009 10:38:30AM FILED/CERT

SUBORDINATION AGREEMENT

This agreement dated this 31st day of March, 2009, is made by the **Bryant Bank**, P. O. Box 247, 21290 Highway 25, Columbiana, AL 35051 (herein called the "Subordinate Mortgagee") in favor of **Regions Bank d/b/a Regions Mortgage**, 2050 Parkway Office Circle, Birmingham, AL 35244 (hereinafter called the "Refinance Creditor").

WITNESSETH

WHEREAS, **Subordinate Mortgagee** is the holder of that certain mortgage executed by **Joel Stagner and Tracy Stagner** ("the Mortgagor") to **Bryant Bank** which mortgage was dated 05/24/2007, in the amount of **\$54,000.00** and was recorded 06/08/2007 in Inst #20070608000269960, in the Office of the Judge of Probate of Shelby County, Alabama, on the following described property located in Shelby County, Alabama:

Legal description attached herewith and made a part hereof as Exhibit "A"

WHEREAS, Refinance Creditor has agreed to lend to the Mortgagor the sum not to exceed \$198,000.00, to be used, among other things, to pay in full the indebtedness secured by the Existing 1st Mortgage to The Peoples Bank and Trust Co. d/b/a Heritage Bank dated 01/28/2005, in the amount of \$212,000.00, and recorded 02/02/2005 in Inst #20050202000050480, in the Probate Office of Shelby County, Alabama, and to obtain a release or satisfaction of record of the Existing 1st Mortgage, but on the condition that the Refinance Loan be secured by a Mortgage and that the Refinance Mortgage be entitled to the rights as afforded to a first mortgage on such property; and;

WHEREAS, at Mortgagor's and Refinance Creditor's request, Subordinate Mortgagee has agreed to subordinate its Mortgage to the **Refinance Mortgage recorded in:**

Instrument No. 20070608000269960 in the Probate Office of Shelby County, Alabama, on the 8th day of June, 2007.

(NOTE: PROBATE OFFICE PLEASE COMPLETE RECORDING INFO)

NOW, THEREFORE in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Subordinate Mortgagee does hereby agree with Refinance Mortgagee as follows:

1. Subordination. In order to induce Refinance Creditor to make the Refinance Loan and, at any time, or from time to time, at Refinance Creditor's option, to grant such extensions or renewals of the Refinance Loan as Refinance Creditor may deem advisable, Subordinate Mortgagee hereby subordinates its mortgage and all its right, title and interest in the property conveyed and transferred thereby to the Refinance Mortgage and all the right, title and interest in the property conveyed and transferred to the Refinance Creditor thereby, and Subordinate Mortgagee further agrees that any existing, or hereafter acquired, or arising security interests, security title or lien in, or on, such property in favor of

SUBORDINATION AGREEMENT-PAGE 2

20090409000131230 2/3 \$18.00
Shelby Cnty Judge of Probate, AL
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Re: **Joel Stagner and Tracy Stagner**
Bryant Bank to Regions Bank d/b/a Regions Mortgage

Refinance Creditor securing payment of the Refinance Loan, including, without limitation, the Refinance Mortgage; provided, that the subordination herein made is limited to the original principal amount of the Refinance Loan, all interest thereon and all other sums secured by the Refinance Mortgage (other than additional advances of principal to the Mortgagors, their heirs, personal representatives, successors or assigns), and provided further that it is a condition to the effectiveness of this Subordination Agreement that the Refinance Mortgage, and a release or satisfaction of the Existing 1st Mortgage, must be recorded in due course in the Probate Office named above.

2. Successors and Assigns. This Subordination Agreement shall be binding upon and shall inure to the benefit of Subordinate Mortgagee and Refinance Creditor and their respective successors and assigns, but this agreement shall not inure to the benefit of any other third party.
3. Waiver of Notice and Acceptance. Notice of acceptance of this Subordination Agreement by Refinance Creditor is hereby waived by Subordinate Mortgagee, and this Subordination Agreement and all of the terms hereof shall be immediately binding upon Subordinate Mortgagee from the date of execution and delivery hereof.

IN WITNESS WHEREOF, Subordinate Mortgagee, **Bryant Bank**, by its duly authorized officer and/or employee, has executed this agreement on or as of the date first above written.

Bryant Bank

By: Billy R. Jones

Its: Market President

ACKNOWLEDGMENT


State of Alabama
County of Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Billy R. Jones whose name as Market President of **Bryant Bank** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and/or employee, and with full authority to bind **Bryant Bank** in this agreement, executed the same voluntarily for and as the act of said Bank.

Given under my hand and official seal this 31 day of March, 2009.

Shella R. Jackson
Notary Public

My Commission expires Aug 8, 2010
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 8, 2010
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS


20090409000131230 3/3 \$18.00
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Order ID: 5709690

Loan No.: 0896707746

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Situated in Shelby County, Alabama to-wit:

Commence at the NW corner of Section 34, Township 21 South, Range 1 East; thence run South 0 degrees 05 minutes 38 seconds East 1214.71 feet; thence run North 89 degrees 54 minutes 22 seconds East 32.28 feet; thence run South 89 degrees 58 minutes 18 seconds East 635.53 feet; thence run South 49 degrees 37 minutes 50 seconds East 853.03 feet; thence run South 0 degrees 05 minutes 36 seconds East 140.00 feet to the point of beginning; thence continue along last described course 238.24 feet; thence run North 39 degrees 09 minutes 37 seconds East 150.00 feet; thence run North 89 degrees 54 minutes 24 seconds East 100.00 feet; thence North 58 degrees 01 minutes 53 seconds West 229.99 feet to the point of beginning.

Assessor's Parcel Number: 208340000006008