



20090818000318420 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
08/18/2009 01:07:14 PM FILED/CERT

This section for Recording use only

2134 0009-014218 nmm
Record after mortgage

Customer Name: Johnny R Dorminey
Customer Account: xxxxxxxxxxxx7051

Subordination Agreement

Recording Requested by &
When Recorded Return To:
US Recordings, Inc.
2925 Country Drive Ste 201
St. Paul, MN 55117

THIS AGREEMENT is made and entered into on this **5** day of **June, 2009**, by Regions Bank (Hereinafter referred to as "Regions") in favor of **BANK OF AMERICA**, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

Regions loaned to **Johnny R Dorminey** (the "Borrower", whether one or more) the sum of \$ **\$20,000.00**. Such loan is evidenced by a note dated **7/28/2008**, 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 **8/13/2008**, in Record Book **INST#20080813000325260** at Page, amended in Record Book at Page in the public records of **SHELBY COUNTY, ALABAMA** (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of **\$211,983.00** 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. ** married*

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: *Terr Gray*
Its Vice President

ASO

State of Alabama
County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the **5** day of **June, 2009**, within my jurisdiction, the within named *Terr Gray* who acknowledged that he/she is *ASO* 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

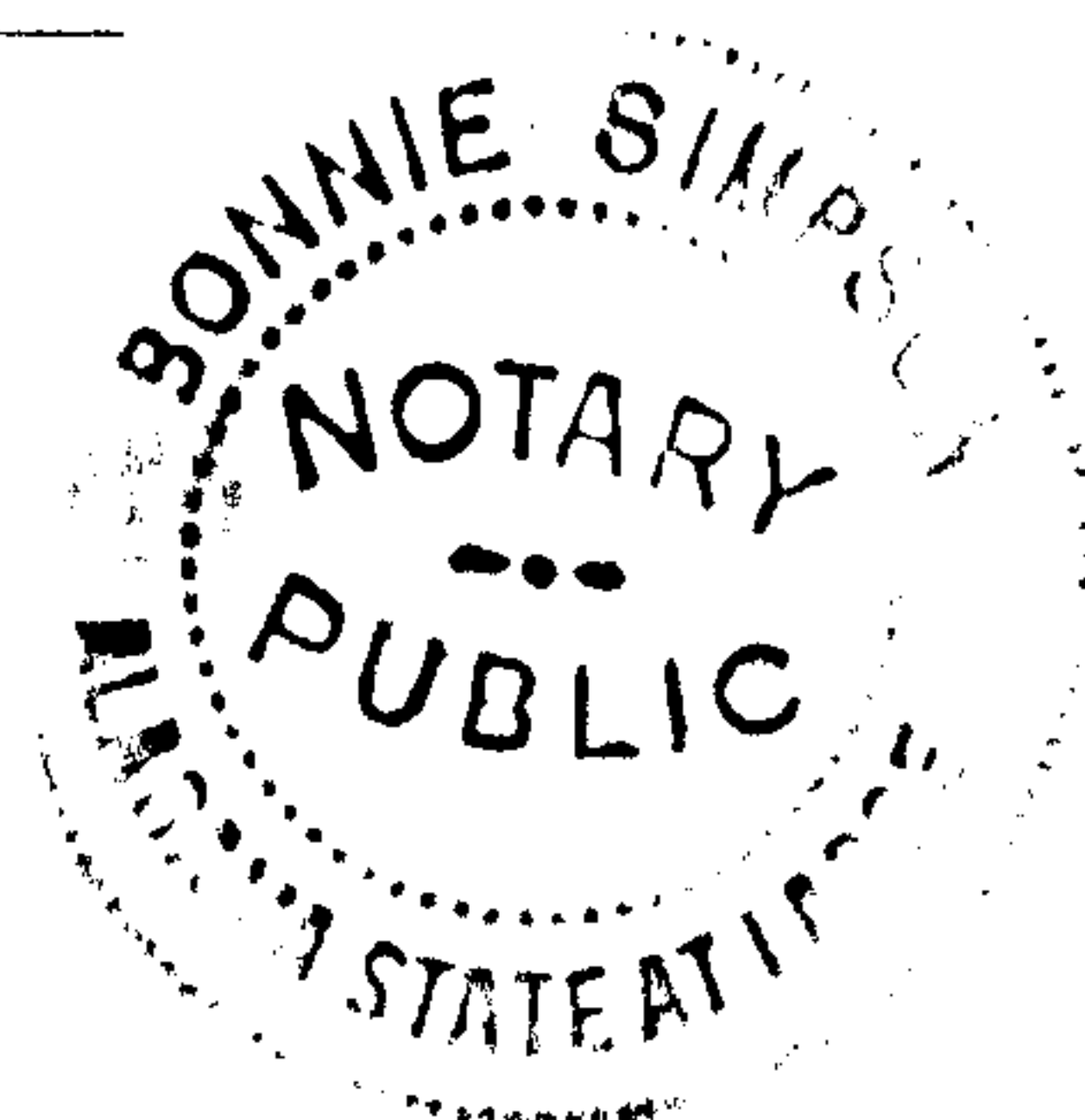
My commission expires:

NOTARY MUST AFFIX SEAL

This Instrument Prepared by:

Debbie Bryant
Regions Bank
PO Box 830721
Birmingham, AL 35282-8860

Debbie Bryant



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EXHIBIT A

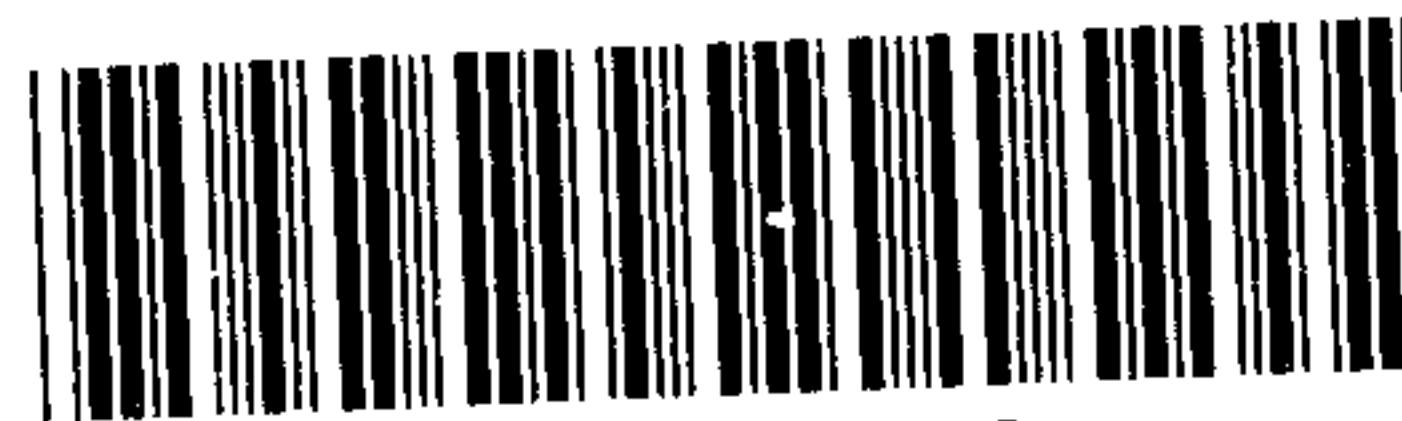
ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF PELHAM,
IN THE COUNTY OF SHELBY AND STATE OF ALABAMA AND BEING
DESCRIBED AS FOLLOWS: THE FOLLOWING DESCRIBED REAL ESTATE,
SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

LOT 1114, ACCORDING TO THE FINAL PLAT OF LAUHLIN AT
BALLANTRAE, PHASE I, AS RECORDED IN MAP BOOK 35, PAGE 10,
IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO MINERAL AND MINING RIGHTS IF NOT OWNED BY
GRANTOR.

SUBJECT TO EXISTING EASEMENTS, RESTRICTIONS, SET-BACK
LINES, RIGHT OF WAY, LIMITATIONS, IF ANY OF RECORD.

BEING THE SAME PROPERTY CONVEYED FROM BUCK CREEK
CONSTRUCTION, INC. TO JOHNNY R. DORMINEY AND LORI DAY
DORMINEY BY DEED RECORDED 8/24/08 IN INSTRUMENT
#20060824000414870 IN THE REGISTERS OFFICE OF SHELBY
COUNTY, STATE OF ALABAMA. BEING THE SAME PROPERTY CONVEYED
BY BUCK CREEK CONSTRUCTION, INC. TO JOHNNY R. DORMINEY AND
LORI DAY DORMINEY IN DEED DATED 08/18/2006 AND RECORDED
08/24/2006 IN BOOK , PAGE OF SHELBY, ALABAMA.



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