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Shelby Cnty Judge of Probate, AL
09/29/2009 11:28:04 AM FILED/CERT

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NAL-1607830

Subordination Agreement

Customer Name: Billy H Mcmicheal and Sandi L Mcmichael
Customer Account: xxxxxxxxxxxxt1294

THIS AGREEMENT is made and entered into on this **29** day of **April, 2009**, by Regions Bank (Hereinafter referred to as "Regions") in favor of **FIFTH THIRD BANK**, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

Regions loaned to **Billy H Mcmicheal and Sandi L Mcmichael** (the "Borrower", whether one or more) the sum of \$ **\$42,500.00**. Such loan is evidenced by a note dated **3/12/2003**, 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 **4/21/2003**, in Record Book **I#20030421000241350** at Page **N/A**, amended in Record Book **N/A** at Page **N/A** in the public records of **SHELBY COUNTY, ALABAMA** (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of **\$376,000.00** 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.

Return to
NETCO
401 FOUNTAIN LAKES BLVD.
ST. CHARLES, MO 63301

State of Alabama
County of Shelby

Regions Bank

By: 
Its Vice President

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the **29** day of **April, 2009**, within my jurisdiction, the within named **Kevin Over** who acknowledged that he/she is **AVP** 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

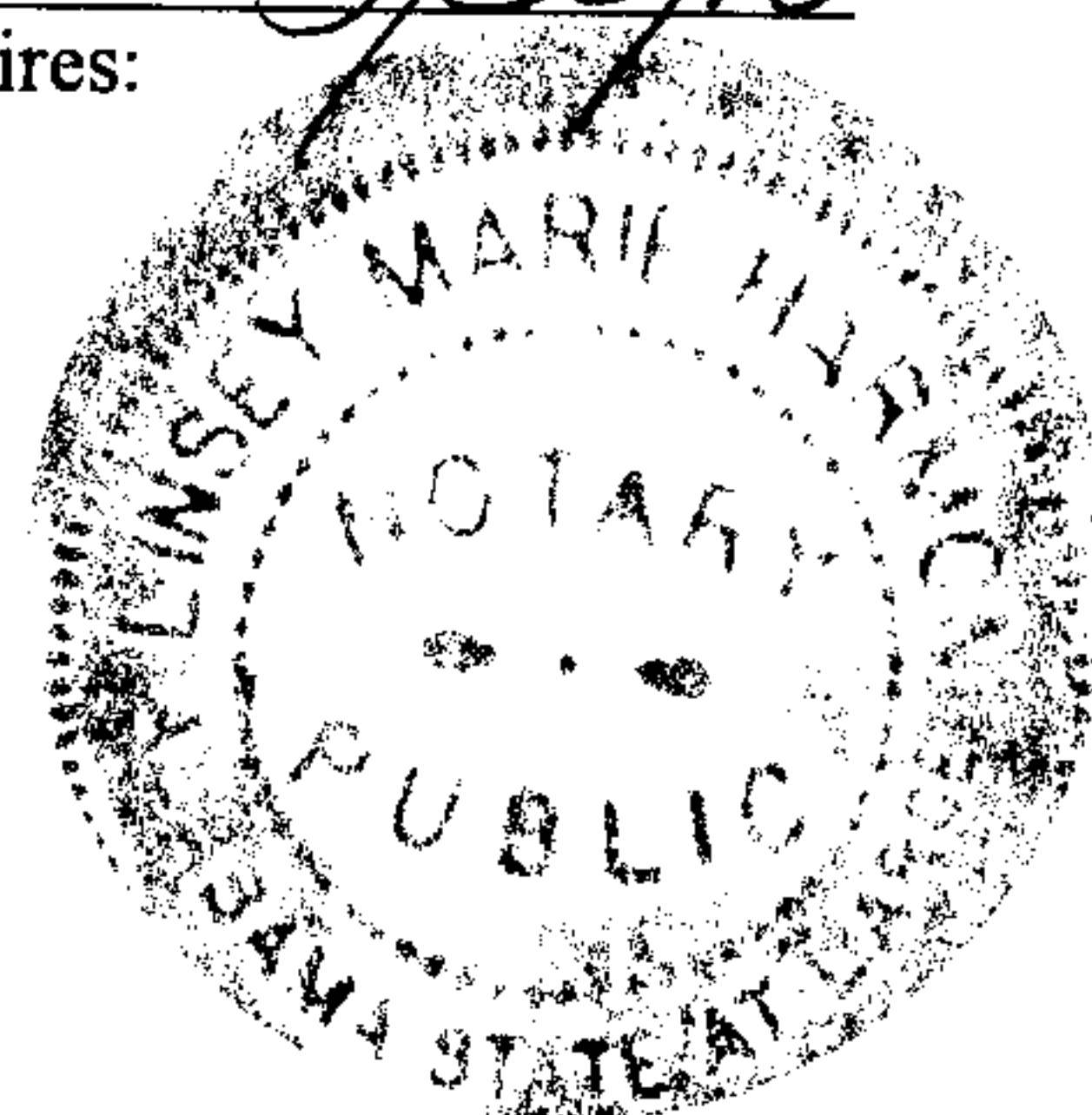
My commission expires: **3/30/10**


NOTARY MUST AFFIX SEAL

This Instrument Prepared by:

Annette Marino
Regions Bank
PO Box 830721
Birmingham, AL 35282-8860






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NETCO

NETCO File Number: NAL-1067830

Borrower Last Name: McMichael

**Exhibit A
Legal Description**

All of Lot 1319-B, Weatherly 13th Sector, Phase 2, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 22, Page 003 and part of Lot 1318 of said Weatherly 13th Sector, Phase 2, said part of Lot 1318 being more particularly described as follows:

Beginning at the Southeast corner of said Lot 1318, run in a Northeasterly direction along the West right of way line of Windsor Lane for a distance of 51.00 feet to an existing iron rebar set by Lawrence D. Weygand; thence turn an angle to the left of 90° 00" run in a Westerly direction for a distance of 260.61 feet to an existing iron rebar set by Lawrence D. Weygand; thence turn an angle to the left of 96° 17' 01" and run in a Southerly direction along the West line of said Lot 1318 for a distance of 51.31 feet; thence turn an angle to the left and run in an Easterly direction along the Southern line of said Lot 1318 for a distance of 255.0 feet more or less to the point of beginning.

Commonly known as: 168 Windsor Lane, Pelham, AL 35124

Parcel Number: 14-9-31-3-001-093.041

fig 2.