

WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 2
Accommodation Recording Per Client Request

Subordination Agreement

Customer Name: Leah D Black and Nathan A Black
Customer Account: xxxxxxxxxxxx6839

THIS AGREEMENT is made and entered into on this **16** day of **December, 2009**, by Regions Bank (Hereinafter referred to as "Regions") in favor of **EVERHOME MORTGAGE**, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

Regions loaned to **Leah D Black and Nathan A Black** (the "Borrower", whether one or more) the sum of \$ **\$44,000.00**. Such loan is evidenced by a note dated **11/16/2007**, 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 **12/17/2007**, in Record Book **INST# 20071217000566110** 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 **\$104,545.00** 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

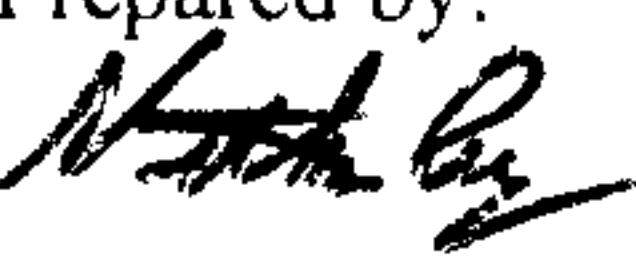
By: 
Its Vice President

State of Alabama
County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the **16** day of **December, 2009**, within my jurisdiction, the within named *Kevin Green* 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: *3-6-11*

NOTARY MUST AFFIX SEAL
This Instrument Prepared by:
Nathan Lowery 
Regions Bank
PO Box 830721
Birmingham, AL 35282-8860

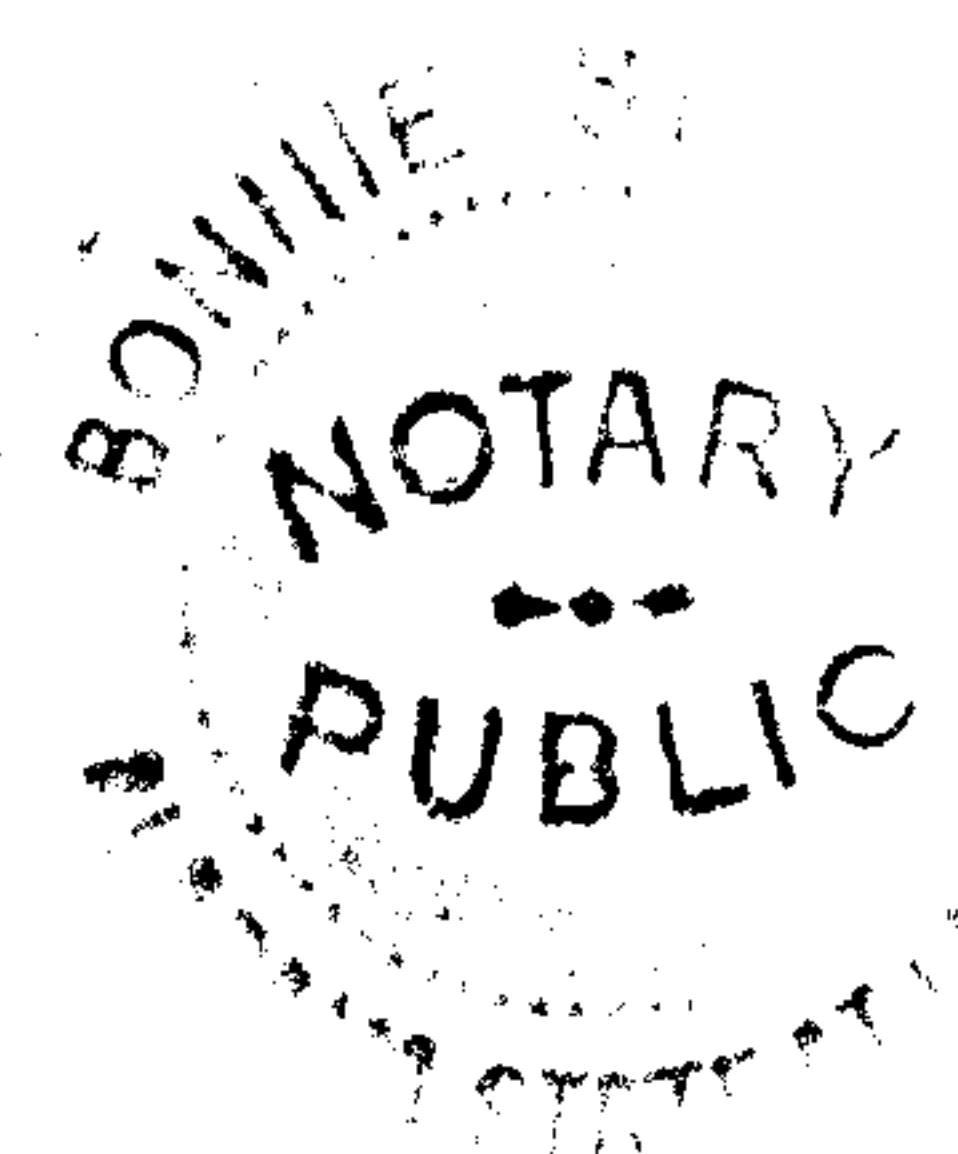


Exhibit "A"

Real property in the City of **ALABASTER**, County of **Shelby**, State of **Alabama**, described as follows:

**LOT 6, BLOCK 1, ACCORDING TO THE SURVEY OF SOUTHWIND, FIRST SECTOR, AS
RECORDED IN MAP BOOK 6, PAGE 72, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.**


**Being all of that certain property conveyed to LEAH F. DOBBS from ABANA ENTERPRISES,
LLC, by deed dated 09/19/2002 and recorded 03/18/2003, as Instrument No.
20030318000163440 of official records.**

APN #: **232101007025000**

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41733385

FIRST AMERICAN ELS
SUBORDINATION AGREEMENT

AL


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Shelby Cnty Judge of Probate, AL
03/09/2010 12:45:42 PM FILED/CERT