Rec 2nd 16309/30

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20100406000103150 1/2 \$16.00 Shelby Cnty Judge of Probate, AL 04/06/2010 01:48:22 PM FILED/CERT

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Subordination Agreement O#55073671



Customer Name: Irene L Paulson and Laura L Bodo

Customer Account: xxxxxxxxxxxxt6379

THIS AGREEMENT is made and entered into on this 1 day of March, 2010, by Regions Bank (Hereinafter referred to as "Regions") in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEM, INC., as nominee for QUICKEN LOANS, INC., its successors and assigns (hereinafter referred to as "Lender").

RECITALS

Regions loaned to Irene L Paulson and Laura L Bodo (the "Borrower", whether one or more) the sum of \$ \$25,000.00. Such loan is evidenced by a note dated 9/13/2005, 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 10/7/2005, in Record Book INST 20051007000525140 at Page NA, amended in Record Book INST 20080813000325150 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 \$221,800.00 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. In the TO EXCLECT

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.

Kevin Jueen

Regions Bank

State of Alabama County of Shelby

PERSONALLY APPEARD BEFORE ME, the undersigned authority in and for the said County and State, on this the 1 day of

March, 2010, within my jurisdiction, the within named Ileni Dree who acknowledged that he/she is 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.

My commission expires:

NOTARY MUST AFFIX SEAL

This Instrument Prepared by:

Angela N. Cleckler

Regions Bank

PO Box 830721

Birmingham, AL 35282-8860

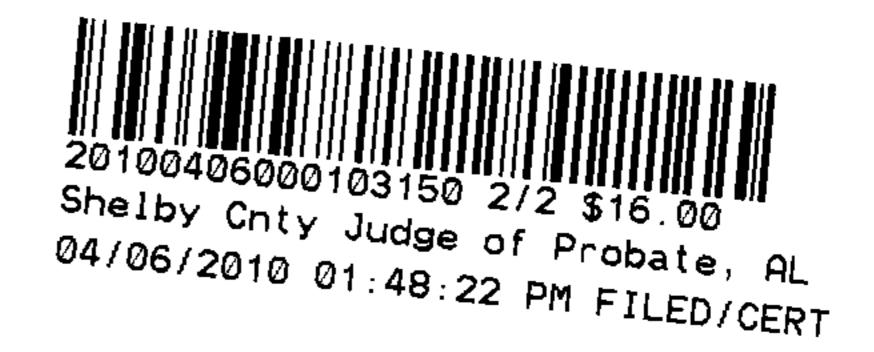


EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 104170003074000

Land Situated in the County of Shelby in the State of AL

LOT 116, ACCORDING TO THE SURVEY OF SANDPIPER TRAIL, SECTOR II, AS RECORDED IN MAP BOOK 12, PAGE 44, 45, 46 AND 47, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Commonly known as: 5301 Riverbend Trail, Birmingham, AL 35244

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