

20101228000434540 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
12/28/2010 01:24:29 PM FILED/CERT

This section for Recording use only

6716788

Subordination Agreement

Customer Name: Mark A Griffin
Customer Account: xxxxxxxxxxxx3168

THIS AGREEMENT is made and entered into on this **26th** day of **October, 2010**, by Regions Bank (Hereinafter referred to as "Regions") in favor of **ALLY BANK CORPORATION**, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

Regions loaned to **Mark A Griffin** (the "Borrower", whether one or more) the sum of **\$100,000.00**. Such loan is evidenced by a note dated **8/6/2003**, 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 **8/20/2003**, in Record Book **INST 200308200005501** at Page **NS**, amended in Record Book **INST 200501140000245** 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 **\$291,100.00** 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 there under, 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: *Terril Gray*
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 **26th** day of **October, 2010** within my jurisdiction, the within named *Terril Gray* 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.

Lusey M. White
Notary Public
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 2, 2014
My commission expires

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



3301 (01/08)
Short Form Commitment
Super Eagle on Demand (HASP)



ORDER NO: 42544665
FILE NO: 6716788
LENDER REF: 000687641220

Exhibit "A"


The land referred to in this policy is situated in the **State of AL, County of Shelby**, and described as follows:

A PARCEL OF LAND SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, WITH A STREET LOCATION ADDRESS OF 124 EL CAMINO REAL; CHELSEA, AL 35043-6215 CURRENTLY OWNED BY MARK A GRIFFIN AND LUCILLE R GRIFFIN HAVING A TAX IDENTIFICATION NUMBER OF 15-3-07-0-000-018-008 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED IN BOOK/PAGE OR DOCUMENT NUMBER 87810.

APN: 15-3-07-0-000-018-008

 **GRIFFIN**
43003640 **AL**
FIRST AMERICAN ELS
SUBORDINATION AGREEMENT


*WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING*


20101228000434540 2/2 \$16.00
Shelby Cnty Judge of Probate, AL
12/28/2010 01:24:29 PM FILED/CERT