

Shelby Cnty Judge of Probate, AL 01/06/2011 09:17:12 AM FILED/CERT

This section for Recording use only

55465950 - 900388

Customer Name: Benjamin A Crunk and April K Crunk

Customer Account: xxxxxxxxxxxxxxx5372

THIS AGREEMENT is made and entered into on this 11th day of December, 2010, by Regions Bank (Hereinaster referred to as "Regions") in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR QUICKEN LOANS INC., its successors and assigns (hereinafter referred to as "Lender").

* thus Brund & wife RECITALS Regions loaned to Benjamin A Crunk and April K Crunk ≠ (the "Borrower", whether one or more) the sum of \$115,000.00. Such loan is evidenced by a note dated 4/5/2007, 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 5/7/2007, in Record Book I# 2007050700212600 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 \$183,000.00 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 *I#20070507000212600 Borrower have requested that Regions execute this instrument.

AGREEMENT JUST TO EXCEED 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

> Recording Requested by & When Recorded Return To: 2925 Country Drive St. Paul. MN 55117

Indecomm US Recordings 7688619212

Its Vice President
TERN GRAY

State of Alabama County of Shelby

PERSONALLY APPEARD BEFORE ME, the undersigned authority in and for the said County and State, on this the 11th day who acknowledged that he/she is of December, 2010, within my jurisdiction, the within named Tem Gan

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 optionben

My commission expires: Cornelius montgomery

NOTARY MUST AFFIX SEAL

This Instrument Prepared by: Nathan Lowery /

Regions Bank

PO Box 830721 Birmingham, AL 35282-8860

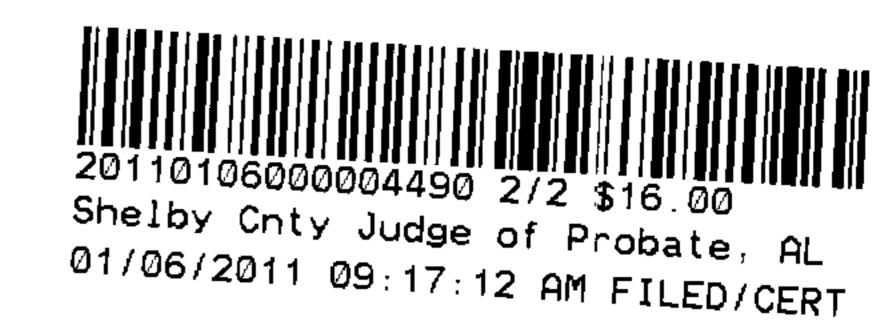


EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 105210003055.000, 105210003055000

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

From the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 21, Township 19 South, Range 2 West, run Westerly along the South boundary line of said Northwest 1/4 of the Southeast 1/4 of Section 21, Township 19 South, Range 2 West for 250.77 feet to the point of beginning of the land herein described and conveyed; thence continue Westerly along the South boundary line of the Northwest 1/4 of the Southeast 1/4 of Section 21, Township 19 South, Range 2 West, for 250.77 feet; thence turn an angle of 87 degrees 29 1/2 minutes to the right and run Northerly 660 feet; thence turn an angle of 92 degrees 30 1/2 minutes to the right and run Easterly 250.77 feet; thence turn an angle of 87 degrees 29 1/2 minutes to the right and run Southerly 660 feet to the point of beginning.

The above described land is subject to an easement forty (40) feet in width for the purpose of a roadway across the South side of said land, according to survey of Alton Young, Registered Land Surveyor, dated August 10, 1967.

Less and except the following parcel:

A parcel of land situated in the Northwest Quarter of the Southeast Quarter of Section 21, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a one-half inch open top iron found locally accepted to be the Southeast corner of said Quarter-Quarter Section; thence run in a Northerly direction along the east line of said Quarter-Quarter Section for a distance of 659.26 feet; thence turn an angle to the left 87 degrees 29 minutes 54 seconds and run in a Westerly direction for a distance of 250.18 feet to a one-half inch open top iron found at the point of beginning; thence turn an angle to the left of 92 degrees 30 minutes 49 seconds and run in a Southerly direction for a distance of 224.50 feet to an iron pin set; thence turn an angle to the right of 92 degrees 30 minutes 49 seconds and run in a Westerly direction parallel to the North line of said Quarter-Quarter Section for a distance of 250.74 feet to an iron pin; thence run an angle to the right of 87 degrees 27 minutes 37 seconds and run in a Northerly direction for a distance of 224.50 feet to a bolt; thence turn an angle to the right of 92 degrees 32 minutes 23 seconds and run in an Easterly direction for a distance of 250.84 feet to the point of beginning.

Situated in Shelby County, Alabama.

Commonly known as: 163 Valley View Lane, Indian Springs, AL 35124

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