

20110107000008250 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
01/07/2011 01:39:24 PM FILED/CERT

*Returned to:*  
**Real Estate Services of America, LLC**  
**300 Red Brook Blvd, Suite # 10**  
**Owings Mills, Maryland 21117**

**RSA 2463**

This section for Recording use only

### Subordination Agreement

**Customer Name: Kenneth B Thornbrough and Christie S Thornbrough**  
**Customer Account: xxxxxxxxxxxxa2432**

THIS AGREEMENT is made and entered into on this **28th** day of **October, 2010**, by Regions Bank (Hereinafter referred to as "Regions") in favor of **CHURCHILL MORTGAGE CORPORATION, its successors and/or assigns**, its successors and assigns (hereinafter referred to as "Lender").

#### RECITALS

Regions loaned to **Kenneth B Thornbrough and Christie S Thornbrough** (the "Borrower", whether one or more) the sum of **\$58,400.00**. Such loan is evidenced by a note dated **12/4/2007**, 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 **1/7/2008**, in Record Book **INST 20080107000008400** 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 **\$206,000.00** 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 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.*

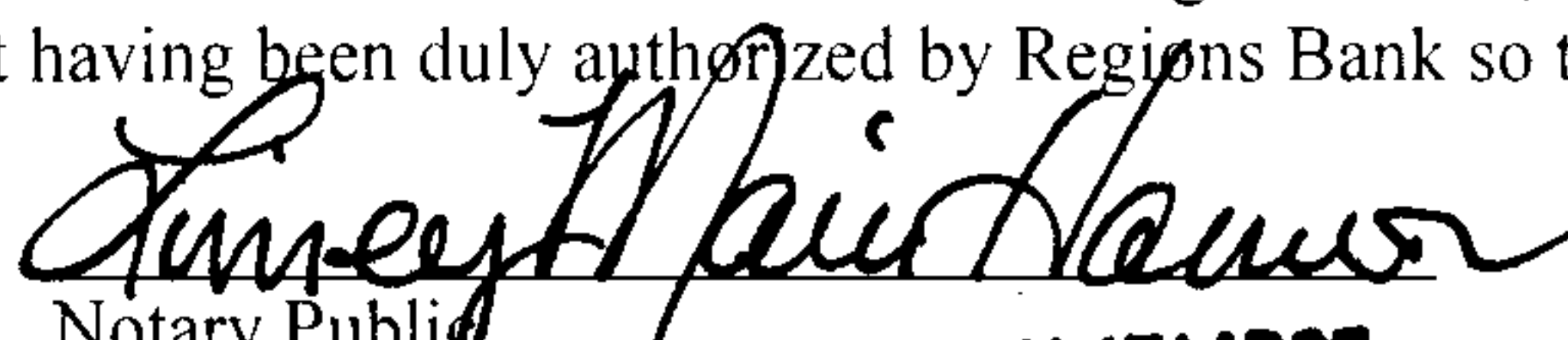
IN WITNESS WHEREOF, Regions Bank has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

**Regions Bank**

By:   
Its Vice President  
**Kevin Queen**

State of Alabama  
County of Shelby


PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the **28th** day of **October, 2010**, within my jurisdiction, the within named *Kevin Queen* 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  
**NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: Apr 2, 2014**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

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



rsa2463

  
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**EXHIBIT "A"**

The following real estate situated in SHELBY COUNTY, ALABAMA, to-wit:

Lot 24, according to the survey of High Chaparral, Sector 3, as recorded in Map Book 25, Page 83A, B, C, in the Probate Office of Shelby County, Alabama.

The improvements thereon being commonly known as 301 Alta Vista Drive, Chelsea, Alabama 35043.

Being the same lot or parcel of ground which by Deed dated and recorded among the Land Records of Shelby County in Deed Instrument No. 2001-07178 was granted and conveyed by North Shelby Partners unto Kenneth B. Thornbrough and Christie S. Thornbrough.