

This section for Recording use only

### Subordination Agreement

**Customer Name: Matthew R Roth**  
**Customer Account: xxxxxxxxxxxx4086**

THIS AGREEMENT is made and entered into on this **2nd** day of **March, 2011**, by Regions Bank (Hereinafter referred to as "Regions") in favor of **WELLS FARGO BANK, N.A.**, its successors and assigns (hereinafter referred to as "Lender").

#### RECITALS

Regions loaned to **Matthew R Roth** (the "Borrower", whether one or more) the sum of **\$10,000.00**. Such loan is evidenced by a note dated **2/4/2005**, 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 **3/31/2005**, in Record Book **I#20050331000146360** at Page **N/A**, amended in Record Book **N/A** at Page **N/A** in the public records of **SHELBY COUNTY, ALABAMA** (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of **\$97,568.00** 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.

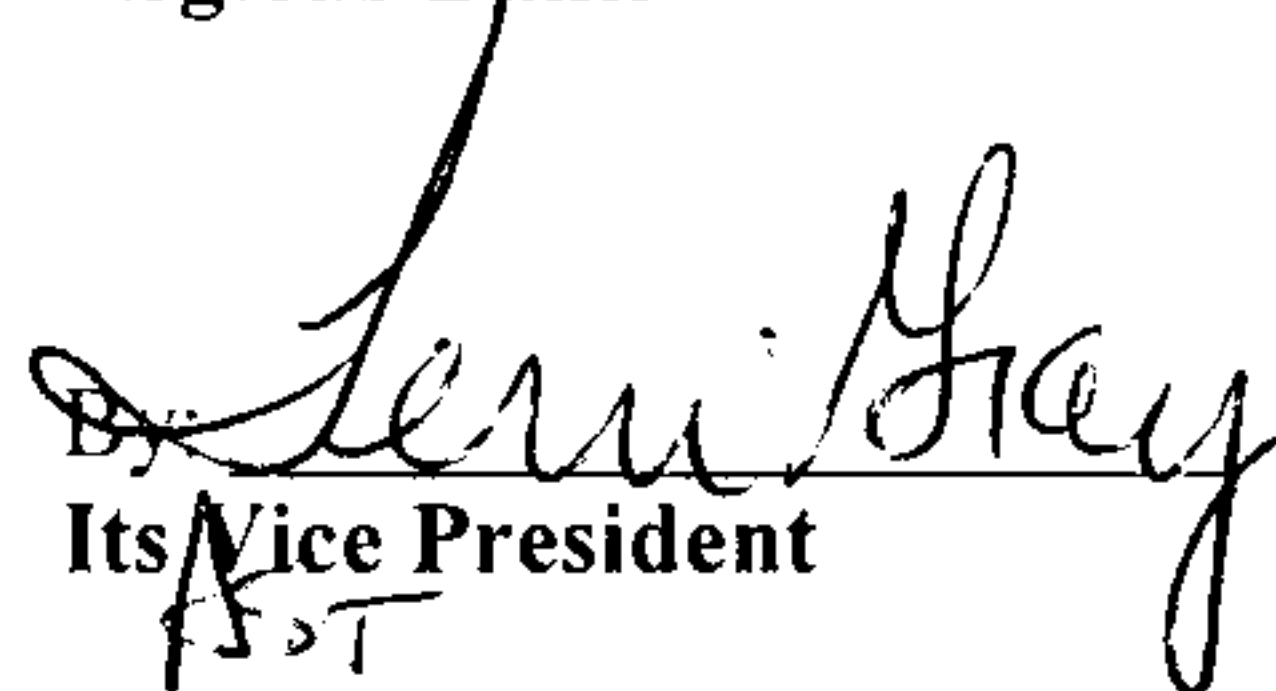
#### AGREEMENT

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.*

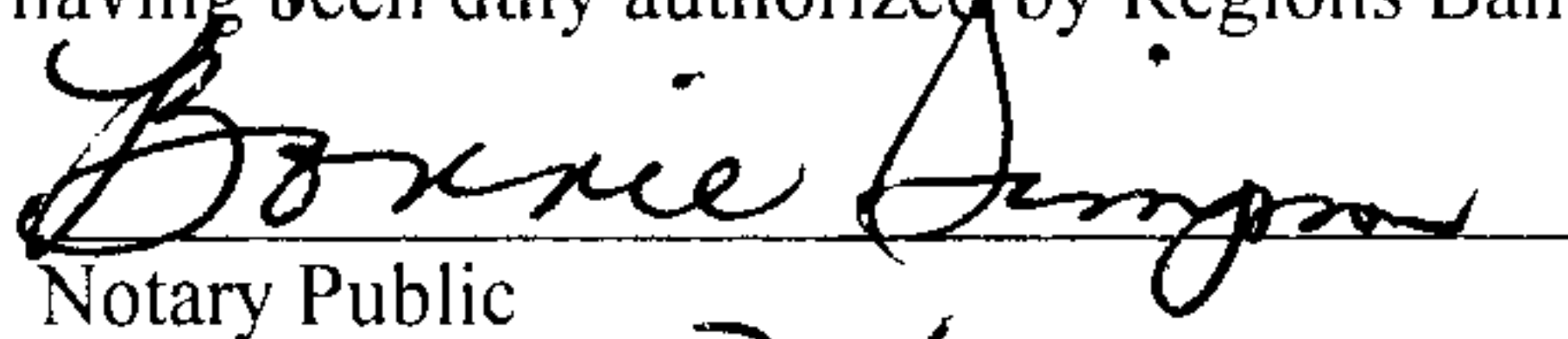
IN WITNESS WHEREOF, Regions Bank has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

**Regions Bank**

  
Its Vice President

State of Alabama  
County of Shelby

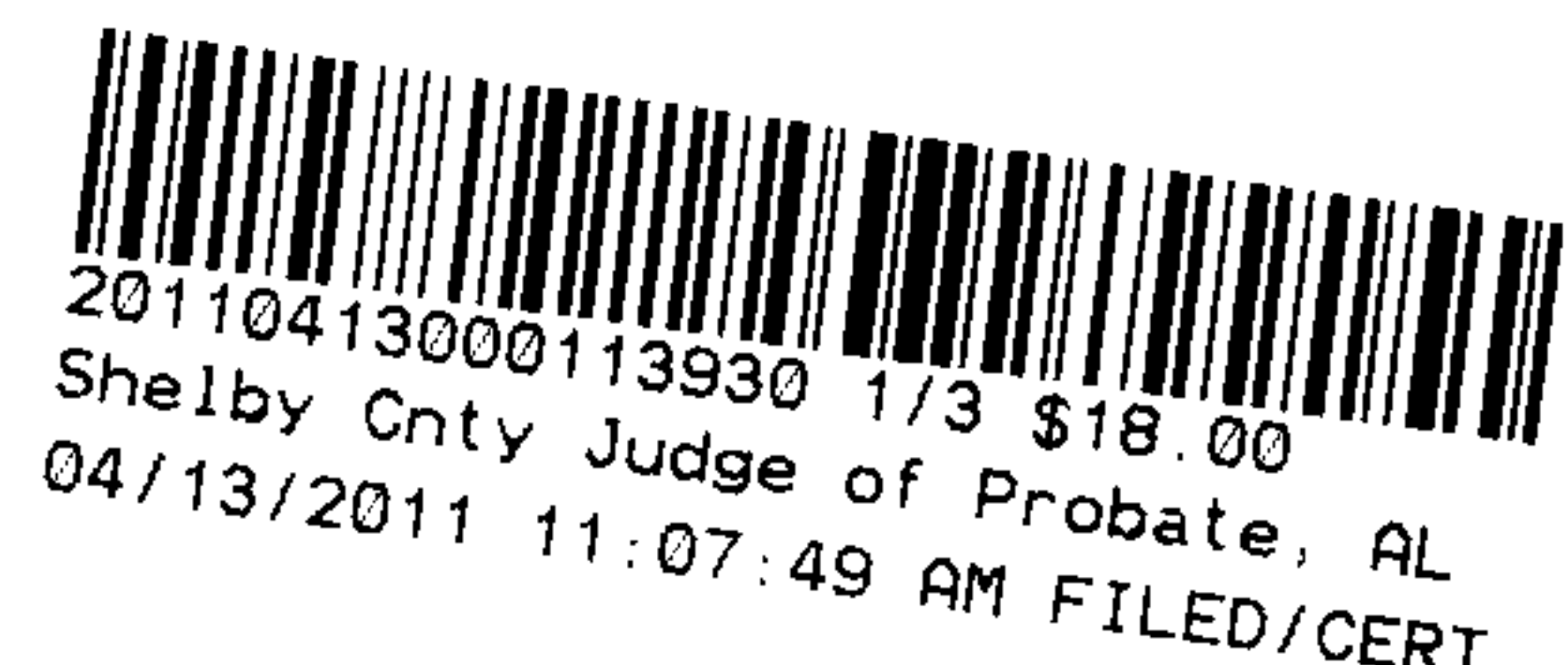
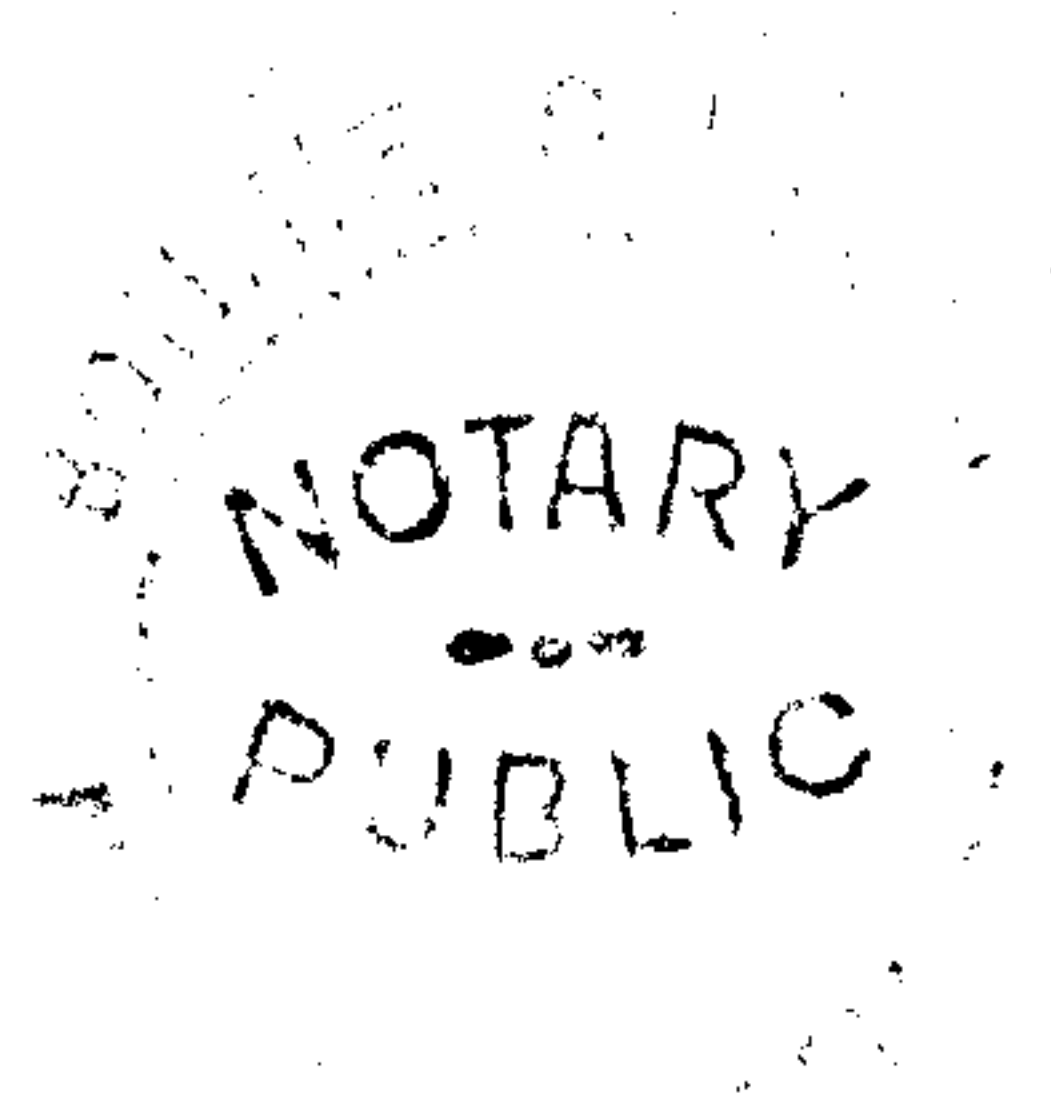
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the **2nd** day of **March, 2011**, within my jurisdiction, the within named **Terr. Gray** who acknowledged that he/she is **Ang** of Regions Bank, a banking corporation, and that for and on behalf 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.

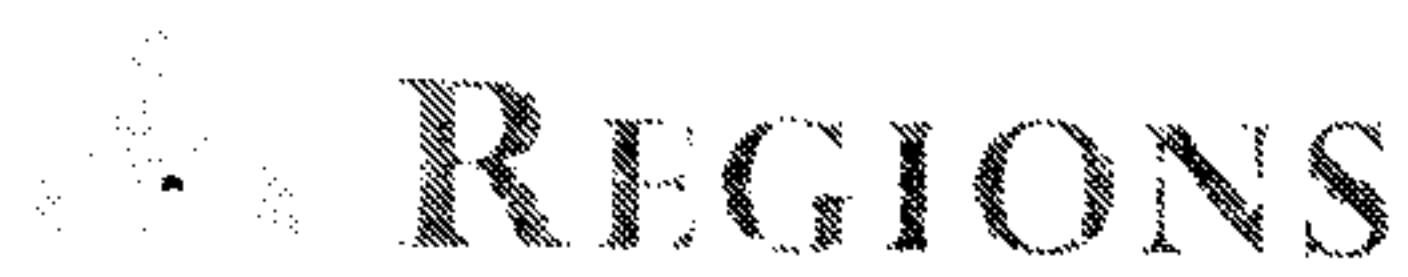
  
Notary Public

**3-6-11**

My commission expires:

NOTARY MUST AFFIX SEAL  
This Instrument Prepared by:  
**Angela N. Cleckler**  
Regions Bank  
PO Box 830721  
Birmingham, AL 35282-8860





**Regions Bank**

**Real Estate Subordination Approval**

Date: **3/2/2011**

Completed by: **Angela N. Cleckler**

Customer Name: **Matthew R Roth**

Account Number: **xxxxxxxxxxa4086**

**SERVICE LINK**

**4000 INDUSTRIAL BLVD**

**ALIQUIPPA, PA 15001**

Attention: **ASHLEY MILLER**

**ACCOUNT STATUS**

New 1<sup>st</sup> Lender: **WELLS FARGO BANK, N.A.**

New 1<sup>st</sup> Mortgage Balance: **\$97,568.00**

Date Home Equity Account Opened: **2/4/2005**

Current Limit: **\$10,000.00**

**APPROVAL BASED ON CUSTOMER SIGNING RATE AMENDMENT**

Regions Bank agrees to subordinate the above reference Equity Line/Loan to the Mortgage Company referenced above subject to the documentation required below if applicable.

- The subordination request is approved.
- Please have the customer(s) sign the attached amendment to the credit agreement and return to us via fax at 205-261-0639.
- Upon receipt of the signed amendment a fax copy of the subordination agreement will be sent to the number provided on the request form. A hard copy will be mailed (or sent over night if billing information was included on the request form) to the address listed on the subordination request form. Please mail us the hard copy of the Subordination Agreement after it has been recorded to the address below.
- If there are any questions please email [SubordinationSupport@Regions.Com](mailto:SubordinationSupport@Regions.Com)

Overnight delivery address.

**Regions Bank**

**Attn: Subordination Dept.**

**2050 Parkway Office Circle, RCN 5**

**Hoover, AL 35244**

**Regions Bank**

**Attn: Subordination Dept.**

**PO Box 830721**

**Birmingham, AL 35283**



20110413000113930 2/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
04/13/2011 11:07:49 AM FILED/CERT

**Exhibit "A"**  
**Legal Description**

ALL THAT PARCEL OF LAND IN SHELBY COUNTY, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS LOT 2 ACCORDING TO THE SURVEY OF WILLOW POINT PHASE I AS RECORDED IN MAP BOOK 21 PAGE 101 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.

BY FEE SIMPLE DEED FROM UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AS SET FORTH IN INST # 20021028000531110 DATED 10/24/2002 AND RECORDED 10/28/2002, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

Tax/Parcel ID: 13-7-26-4-002-002.000

