

Return To: 10190076
LSI-LPS
East Recording Solutions
700 Cherrington Parkway
Coraopolis, PA 15108

20110428000128250 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
04/28/2011 12:14:06 PM FILED/CERT

SUBORDINATION AGREEMENT

Borrower: Adam D. New

Property Address: 1339 Lake Forest Circle, Birmingham, AL 35244

This Subordination Agreement dated March 24, 2011, is between

THE BANK, (Junior Lender), and REGIONS BANK D/B/A REGIONS MORTGAGE,
(New Senior Lender).

RECITALS

THE BANK, (Junior Lender), owns and holds a promissory note in the amount of \$23,800.00, dated 06/30/2005, and recorded as Instrument No. 20050705000334340 on 07/05/2005, in Shelby County, Alabama.

Borrowers are current owners of the Property, and wish to replace their current first position mortgage loan on the Property with a new first position mortgage loan secured by the Property from New Senior Lender in the new principal sum of \$177,500.00
Dated: 4-20-2011. This will be the New Senior Security Instrument.

1. Subordination of Junior Lender's Interest.

Junior Lender agrees that its security interest and all of Junior Lender's rights thereunder shall at all times be inferior and subordinate to the Senior Lender's new security instrument and Senior Lender's rights in the Property, including any extensions, renewals, or modifications up to a maximum amount of \$177,500.00, plus interest. Junior Lender consents without possibility of revocation, and accepts all provisions, terms and conditions of the New Senior Lender's Security Instrument.

2. No Subordination to Additional Matters

Junior Lender is subordinating its lien/security interest to the Senior Lender's security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien-security interest.

3. No Waiver of Notice

Upon the execution of the subordination of Junior Lender's security instrument to the new Senior Lender, the Junior Lender waives no rights it may have, if any, under the

SUBORDINATION AGREEMENT-PAGE 2

laws of the State in which the Property is located, or any Federal rights to which the Junior Lender may be entitled.

4. Assignment

This agreement shall be binding upon and inure to the benefit of the Junior Lender and Senior Lender, and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

5. Governing (Applicable) Law

This agreement shall be governed by the laws of the State in which the Property is located.

6. Reliance

This Agreement can be relied upon by all persons having an interest in the Property or the New Security Instrument.

7. Notice

Any notice or other communication to be provided under this agreement shall be in writing and sent to the parties at the address described in this Agreement, or such other address as the parties may designate in writing from time to time.

8. Entire Agreement (Integration)

This Agreement and any related documents represent the complete and integrated understanding between Junior Lender and New Senior Lender pertaining to the terms and conditions of this Agreement. Any waiver, modification, or novation of this agreement must be in writing, executed by New Senior Lender, (or its successors or assigns), or Junior Lender, (its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

9. Waiver of Jury Trial

Junior Lender and the New Senior Lender hereby waive any right to trial by Jury in any action arising out of, or based upon this Agreement.

10. Acceptance

New Senior Lender and Junior Lender acknowledge that they have read, understand, and agree to the terms and conditions of this Agreement. This Agreement must be recorded within 90 days of the date of the Agreement, or the Agreement will be null and void.

20110428000128250 3/4 \$21.00
Shelby Cnty Judge of Probate, AL
04/28/2011 12:14:06 PM FILED/CERT

SUBORDINATION AGREEMENT-PAGE 3

Junior Lender: Jill Hamilton
Title: Vice President of The Bank

New Senior Lender: Mark Necaise
Title: SVP of Regions Bank dba Regions Mortgage

State of ALABAMA

County of JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JILL HAMILTON, as a VICE PRESIDENT (title) of **The Bank**, whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of MARCH, 2011.

(Seal)

Leighton Floyd
Notary Public
My commission expires: 5/20/14

State of Mississippi
County of Forrest

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MARK NECAISE, as SR Vice Pres (title) of **Regions Bank dba Regions Mortgage** whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of MARCH, 2011.

(Seal)

Patsy L. Welborn
Notary Public
My commission expires: 6/7/2013

Prepared by: Dawn McDonald
Attorney at Law
P.O. Box 610348

Birmingham, AL 35261 (Preparer assumes no liability for the correctness any information herein)





20110428000128250 4/4 \$21.00
Shelby Cnty Judge of Probate, AL
04/28/2011 12:14:06 PM FILED/CERT

Order ID: 10190076
Loan Number: 0896884466

Exhibit A

The following described property:

Lot 7, according to the Survey of Third Addition to Riverchase Country Club, as recorded in Map Book 7, Page 53, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel No: 117350003002038

The company assumes no liability for loss or damage whatsoever for any errors, omissions or inaccuracies in the information supplied.