

This section for Recording use only

Subordination Agreement

Customer Name: Robert E Kristofco
Customer Account: xxxxxxxxxxxx4552

THIS AGREEMENT is made and entered into on this 9th day of December, 2010, by Regions Bank (Hereinafter referred to as "Regions") in favor of CitiMortgage, Inc, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

Regions loaned to Robert E Kristofco (the "Borrower", whether one or more) the sum of \$90,000.00. Such loan is evidenced by a note dated 5/14/2004, 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 6/11/2004, in Record Book I#20040611000317680 at Page, amended in Record Book I#20060612000278180, at Page I# 20080229000082700 in the public records of Shelby County, ALABAMA (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$217,960.00 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. ~~not to exceed~~

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. ~~Dated 1/21/2011 and Recorded 2/1/2011 in INST# 20110701000035150~~

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

State of Alabama
County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 9th day of December, 2010, within my jurisdiction, the within named Linsey Harmon 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

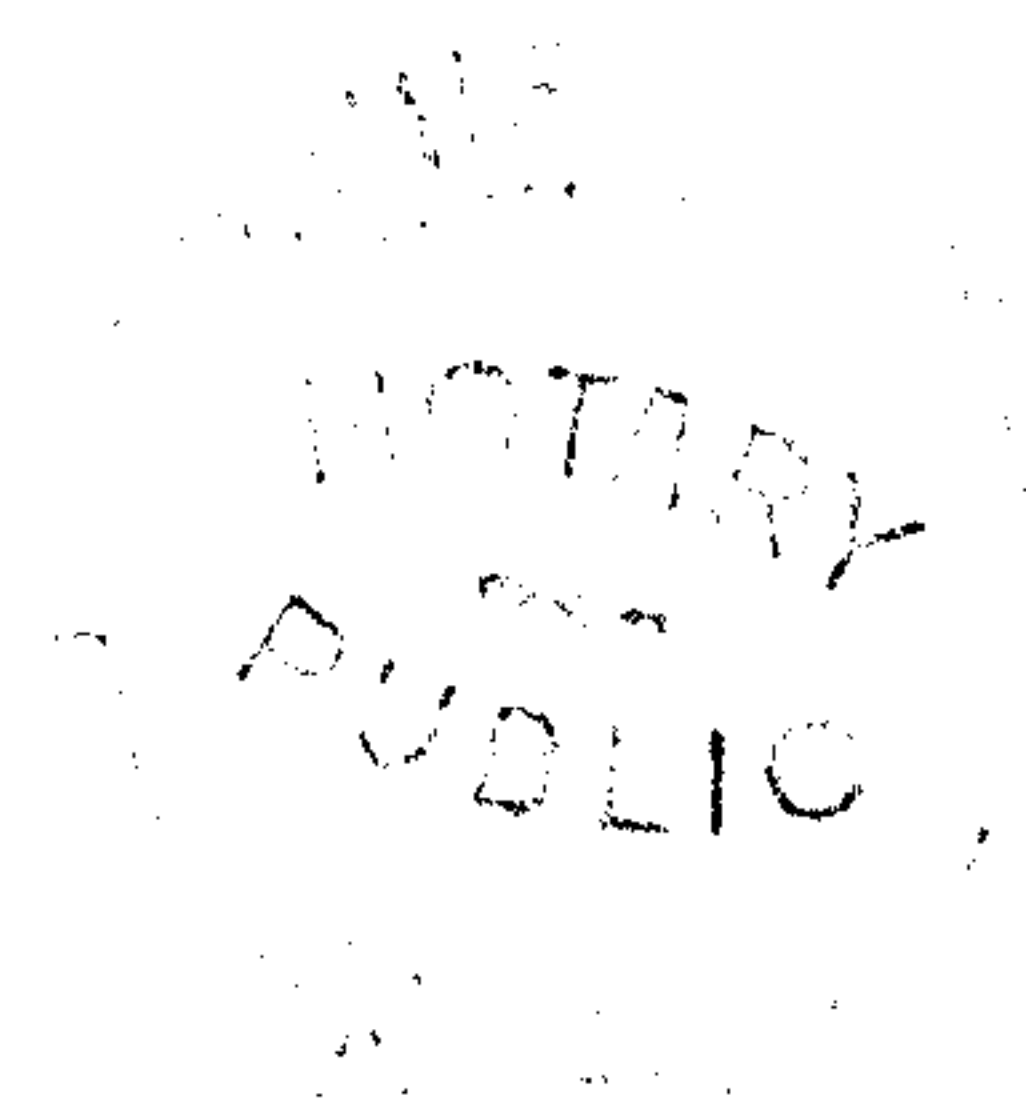
My commission expires: 3-6-11

NOTARY MUST AFFIX SEAL

This Instrument Prepared by:

Tanya Glover
Regions Bank
PO Box 830721
Birmingham, AL 35282-8860
912-541-4137

Recording Requested By & Return To:
Chicago Title ServiceLink Division
4000 Industrial Blvd 9469729
Aliquippa, PA 15001



FIDELITY NATIONAL TITLE INSURANCE COMPANY

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN SHELBY COUNTY, STATE OF ALABAMA, AS MORE FULLY DESCRIBED IN DEED BOOK 1999, PAGE 48872, ID# 10-1-11-0-005-027.000, BEING KNOWN AND DESIGNATED AS LOT 57 BLOCK 2 ACCORDING TO THE AMENDED PLAT OF WOODFORD A SUBDIVISION OF INVERNESS AS RECORDED IN MAP BOOK 8 PAGES 51 A B C AND D IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA AND THE NORTHERLY 2 FEET OF THE WEST 15 FEET OF LOT 56 BLOCK 2 ACCORDING TO THE AMENDED PLAT OF WOODFORD A SUBDIVISION OF INVERNESS AS RECORDED IN MAP BOOK 8 PAGES 51 A B C AND D IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA

BY FEE SIMPLE DEED FROM ROBERT H. WILLIAMS, III AND DORIS P. WILLIAMS, HUSBAND AND WIFE AS SET FORTH IN BOOK 1999 PAGE 48872 DATED 11/30/1999 AND RECORDED 12/03/1999, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

BY FEE SIMPLE DEED FROM ROBERT H. WILLIAMS, III AND DORIS P. WILLIAMS, HUSBAND AND WIFE AS SET FORTH IN BOOK 1999 PAGE 48872 DATED 11/30/1999 AND RECORDED 12/03/1999, SHELBY COUNTY RECORDS, STATE OF ALABAMA.



20110608000168640 2/2 \$15.00
Shelby Cnty Judge of Probate, AL
06/08/2011 11:38:36 AM FILED/CERT