



20110729000220620 1/2 \$15.00  
 Shelby Cnty Judge of Probate, AL  
 07/29/2011 12:32:38 PM FILED/CERT

This section for Recording use only

PTL-1133412

### Subordination Agreement

**Customer Name: Michael J Evers and Sandra W Evers**

**Customer Account: xxxxxxxxxxxx1744**

THIS AGREEMENT is made and entered into on this **24th** day of **June, 2011**, by Regions Bank (Hereinafter referred to as "Regions") in favor of **MILEND INC**, its successors and assigns (hereinafter referred to as "Lender").

#### RECITALS

Regions loaned to **Michael J Evers and Sandra W Evers** (the "Borrower", whether one or more) the sum of **\$100,000.00**. Such loan is evidenced by a note dated **8/9/2005**, 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 **8/15/2005**, in Record Book **I# 20050815000417620** at Page **NA**, amended in Record Book **NA** at Page **NA** in the public records of **JEFFERSON COUNTY, ALABAMA** (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of **\$193,972.00** 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: *Terni Gay*  
 Its Vice President  
*TS*

State of Alabama  
 County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the **24th** day of **June, 2011**, within my jurisdiction, the within named *Terni Gay* who acknowledged that he/she is *TS* 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.

*Bonnie Simpson*  
 Notary Public

NOTARY MUST AFFIX SEAL

Commission Expires: *3-6-15*

This Instrument Prepared by:  
**D'ASHIA CRAYTON**  
 Regions Bank  
 PO Box 830721  
 Birmingham, AL 35282-8860

**PLEASE RECORD & RETURN TO:**  
 National Advantage Settlement SVC  
 329 Forest Grove Rd, Ste 201  
 Coraopolis, PA 15108



**Exhibit A**

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

LOT 8, ACCORDING TO THE SURVEY OF VALLEY BROOK, PHASE III, AS RECORDED IN MAP BOOK 13, PAGE 101, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Parcel ID: 10.5-21-0-00Z.003.008

Commonly known as 5135 Stonehaven Drive, Birmingham, AL 35244  
However, by showing this address no additional coverage is provided



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