

This section for Recording use only

## **Subordination Agreement**

Customer Name: Ma Mohiuddin and Razia Mohiuddin

Customer Account: xxxxxxxxxxxxx1192

THIS AGREEMENT is made and entered into on this 2nd day of November, 2011, by Regions Bank (Hereinafter referred to as "Regions") in favor of GUARANTY TRUST COMPANY, its successors and assigns (hereinafter referred to as "Lender").

## RECITALS

Regions loaned to Ma Mohiuddin and Razia Mohiuddin (the "Borrower", whether one or more) the sum of \$145,400.00. Such loan is evidenced by a note dated 9/20/2005, 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 10/12/2005, in Record Book I# 20051012000532510 at Page NA, amended in Record Book I# 20080226000076600 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 \$362,000.00 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

State of Alabama County of Shelby

PERSONALLY APPEARD BEFORE ME, the undersigned authority in and for the said County and State, on this the 2nd day of

November, 2911, within my jurisdiction, the within named <u>Terri () Yelly</u> who acknowledged that he/she is 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 APRIL 20, 2014

Commission Expires:

This Instrument Prepared by:

D'Ashia Crayton

Regions Bank

PO Box 830721

Birmingham, AL 35282-8860

NOTARY MUST AFFIX SEAL

