

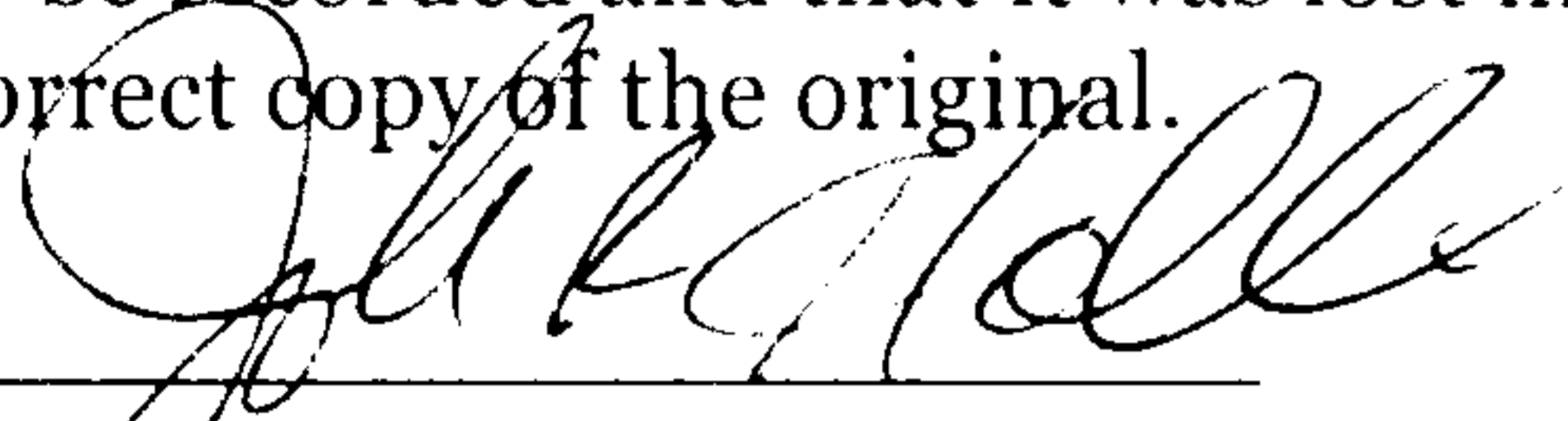
# AFFIDAVIT



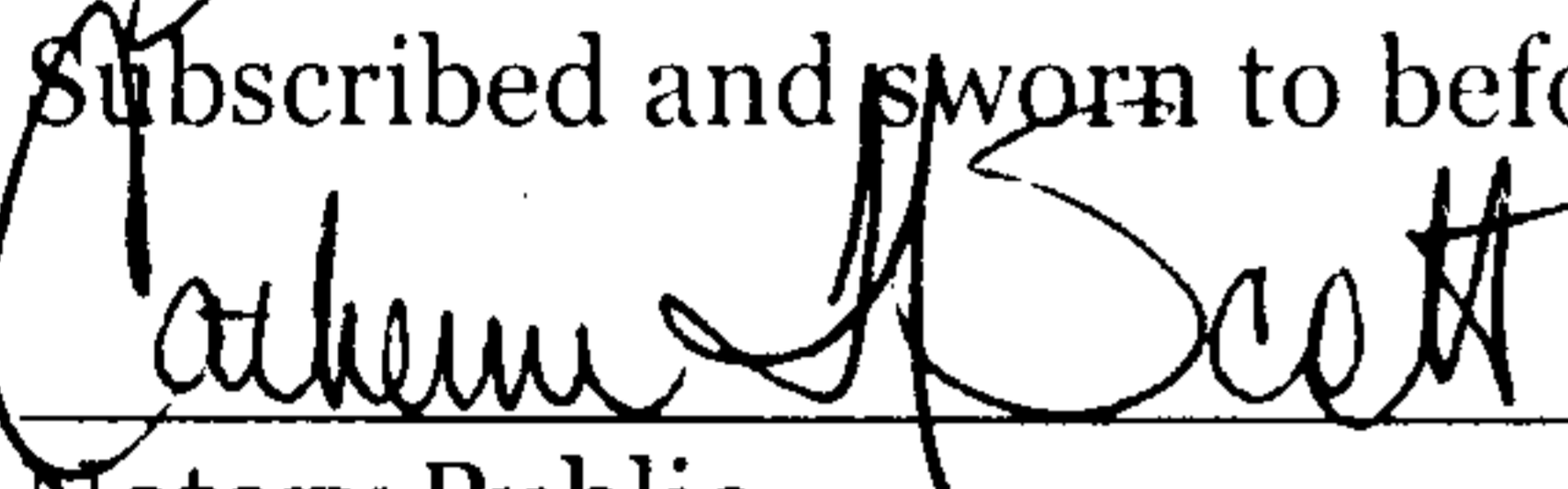
20111205000365970 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
12/05/2011 12:49:03 PM FILED/CERT

State of Alabama  
County of Shelby

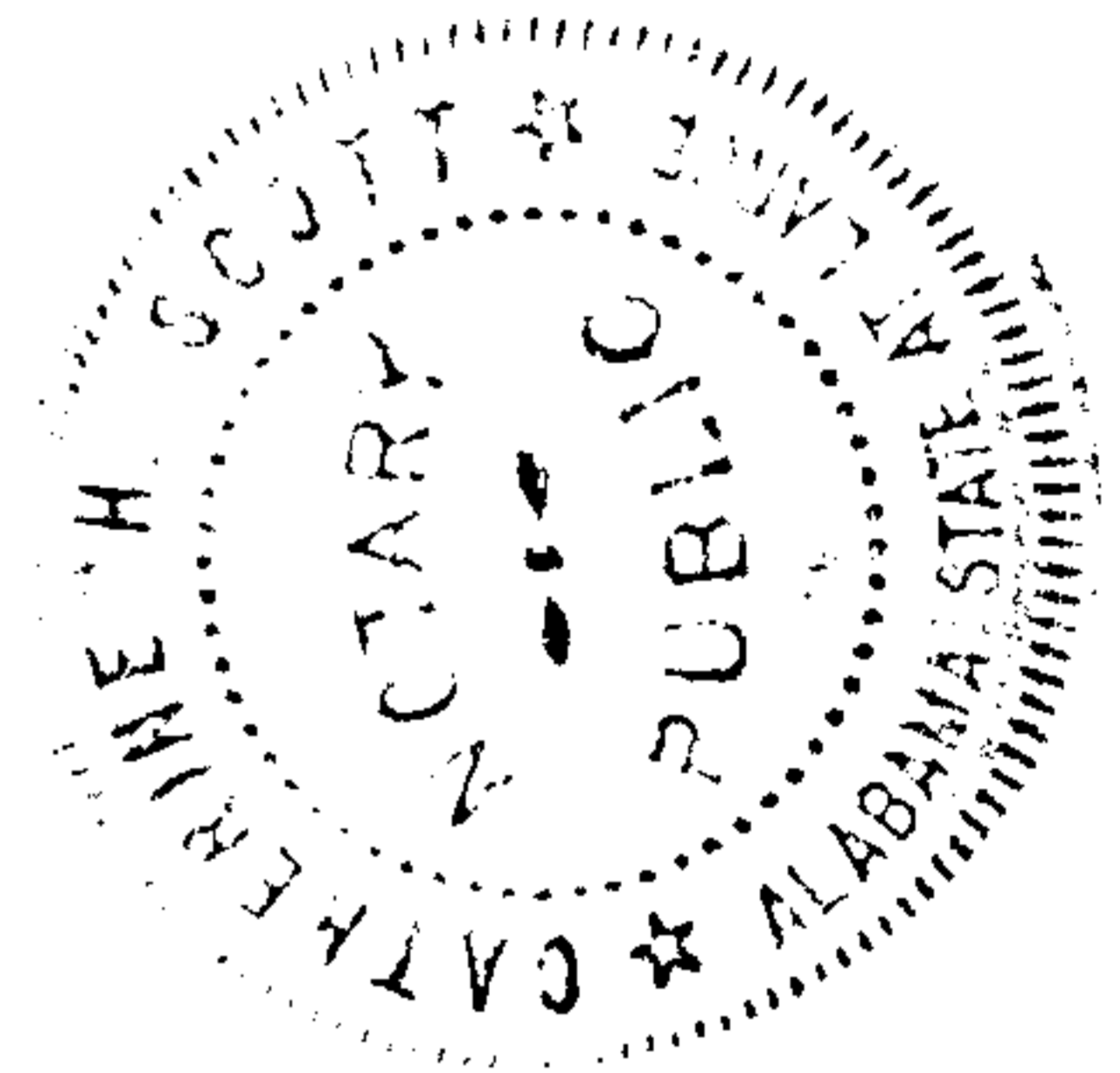
On this 1<sup>st</sup> day of December, 2011 before me personally appeared John R. Holliman, a practicing attorney in Pelham, Al, to me personally known, who being by me duly sworn, on oath say that Affiant, has sent the attached subordination agreement to be recorded and that it was lost in transit to be recorded. I certify that this is a true and correct copy of the original.

  
\_\_\_\_\_  
Signature

Subscribed and sworn to before me the day and year above written.

  
\_\_\_\_\_  
Notary Public  
My term expires: 7-28-2014

Prepared by:  
John R. Holliman  
2491 Pelham Pkwy  
Pelham, Al 35124





20111205000365970 2/2 \$15.00  
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This section for Recording use only

### Subordination Agreement

Customer Name: Joseph S Nowak  
Customer Account: xxxxxxxxxxxx7552

THIS AGREEMENT is made and entered into on this 21st day of October, 2010, by Regions Bank (Hereinafter referred to as "Regions") in favor of NETWORK FUNDING LP, its successors and assigns (hereinafter referred to as "Lender").

#### RECITALS


Regions loaned to Joseph S Nowak (the "Borrower", whether one or more) the sum of \$49,000.00. Such loan is evidenced by a note dated 4/10/2007, 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 11/28/2007, in Record Book INST# 20071128000534 at Page NA, amended in Record Book NA 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 \$248,000.00 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.

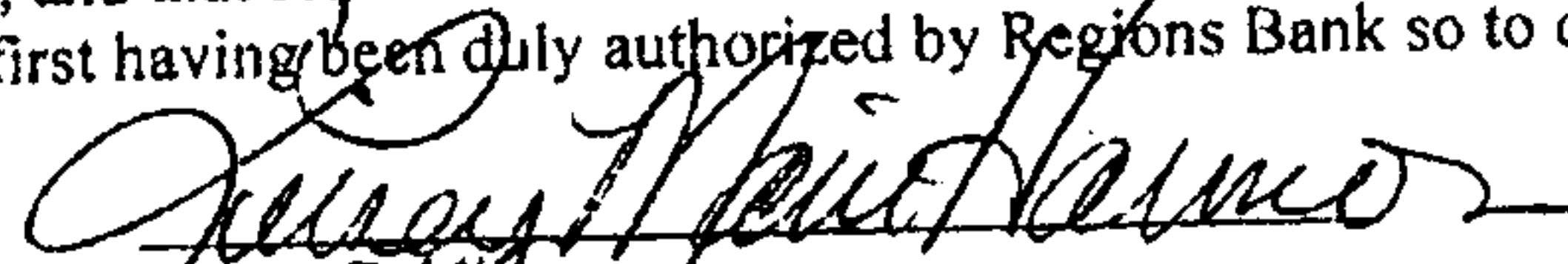
IN WITNESS WHEREOF, Regions Bank has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

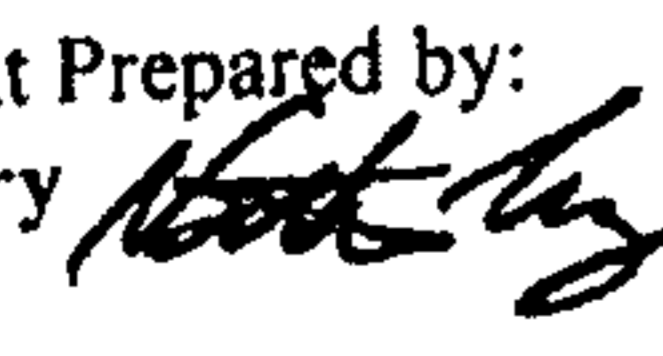
Regions Bank

By:   
Its Vice President  
AS

State of Alabama  
County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 21st day of October, 2010, within my jurisdiction, the within named Terri Gray who acknowledged that he/she is AS 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 State of Alabama at Large  
MY COMMISSION EXPIRES: Apr 2, 2014  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS  
My commission expires

NOTARY MUST AFFIX SEAL  
This Instrument Prepared by:  
Nathan Lowery   
Regions Bank  
PO Box 830721  
Birmingham, AL 35282-8860

