



20111205000366310 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
12/05/2011 03:24:20 PM FILED/CERT

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Subordination Agreement

Customer Name: Harriet S Mcqueen and Jerry Mcqueen

Customer Account: xxxxxxxxxa4392

THIS AGREEMENT is made and entered into on this **26th** day of **October, 2011**, by Regions Bank (Hereinafter referred to as "Regions") in favor of **WELLS FARGO BANK N.A**, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

Regions loaned to **Harriet S Mcqueen and Jerry Mcqueen** (the "Borrower", whether one or more) the sum of **\$65,000.00**. Such loan is evidenced by a note dated **1/31/2007**, 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 **8/6/2008**, in Record Book **I# 200808060003415** 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 **\$167,000.00** 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: *Terrill O'Neill*
Its Vice President

AST

State of Alabama
County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the **26th** day of **October, 2011**, within my jurisdiction, the within named *Terrill O'Neill* who acknowledged that he/she is *AST* 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.

Caroline Montgomery
Notary Public

NOTARY MUST AFFIX SEAL

Commission Expires: **MY COMMISSION EXPIRES AUGUST 10, 2015**

This Instrument Prepared by:
D'Ashia Crayton
Regions Bank
PO Box 830721
Birmingham, AL 35282-8860


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Exhibit "A"

Legal Description

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN CITY OF BIRMINGHAM, SHELBY COUNTY, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS LOT 29 ACCORDING TO THE SURVEY OF THE AMENDED MAP OF THE COTTAGES AT SOUTHLAKE AS RECORDED IN MAP BOOK 16 PAGE 139 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA TOGETHER WITH AN UNDIVIDED 1/30TH INTERST IN AND TO THE COMMON AREA AS DESIGNATED ON THE SAID RECORD MAP.

BY FEE SIMPLE DEED FROM MEREDITH H. MCGOUGH, HUSBAND AND WIFE AND PAUL M. MCGOUGH AS SET FORTH IN INST # 200509290005 08410 DATED 09/13/2005 AND RECORDED 09/29/2005, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

Tax ID: 10-4-20-0-007-029.000