

20120110000012/50 1/2 \$16.00 Shelby Cnty Judge of Probate, AL 01/10/2012 12:32:33 PM FILED/CERT

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56118356-1142891

Subordination Agreement

Rec 2nd

Customer Name: Joy L Stringfellow and Larry Thrasher

Customer Account: xxxxxxxxxxxx47478

THIS AGREEMENT is made and entered into on this 2 day of **December**, 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 Joy L Stringfellow and Larry Thrasher* (the "Borrower", whether one or more) the sum of \$ \$18,000.00. Such loan is evidenced by a note dated 8/26/2011, 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 9/14/2011, in Record Book I#20110914000271480 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 \$118,400.00 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.

ex Will be recorded concurrently berewith 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 thereunder, 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

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 2 day of December, 2011, within my jurisdiction, the within named <u>Tear Of Learning</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 Ode True

NOTARY MUST AFFIX SEAL

Commission Expires:

MY COMMISSION EXPIRES JANUARY 9, 2013

This Instrument Prepared by:

Bonnie Simpson Regions Bank PO Box 830721

Birmingham, AL 35282-8860

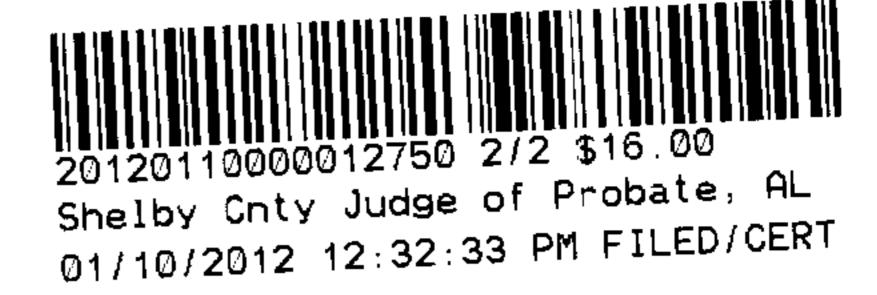


EXHIBIT A - LEGAL DESCRIPTION

Tax ld Number(s): 10 2 10 0 002 035.000, 10-2-10-0-002-035.000

Land Situated in the County of Shelby in the State of AL

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LOT 16, BLOCK 1, ACCORDING TO THE SURVEY OF AWTREY AND SCOTT'S ADDITION TO ALTADENA SOUTH, AS RECORDED IN MAP BOOK 5, PAGE 123, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Commonly known as: 2809 Altadena South Way, Birmingham, AL 35244

+U02369219+ 1371 1/3/2012 77470188/2