

Shelby Cnty Judge of Probate, AL 01/12/2012 01:11:32 PM FILED/CERT

This section for Recording use only

Subordination Agreement

Customer Name: Diane G Henderson Customer Account: xxxxxxxxxxxa6424

THIS AGREEMENT is made and entered into on this 28th day of October, 2011, by Regions Bank (Hereinafter referred to as "Regions") in favor of WELLS FARGO HOME MORTGAGE, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

Regions loaned to Diane G Henderson (the "Borrower", whether one or more) the sum of \$100,000.00. Such loan is evidenced by a note dated 11/8/1995, 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 3/1/2004, in Record Book I# 20040301000105210 at Page NA, amended in Record Book I# 20060911000446830 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 \$55,816.21 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.

> When recorded mail to: #:6974635 First American Title Loss Mitigation Title Services 1079.14

P.O. Box 27670 Santa Ana, CA 92799

State of Alabama County of Shelby

RE: HENDERSON - RECORDING SERV

Regions Bank

Ita Vice President

PERSONALLY APPEARD BEFORE ME, the undersigned authority in and for the said County and State, on this the 28th day of October, 2011, within my jurisdiction, the within named <u>Terr. Offeell</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 MUST AFFIX SEAL

Commission Expires:

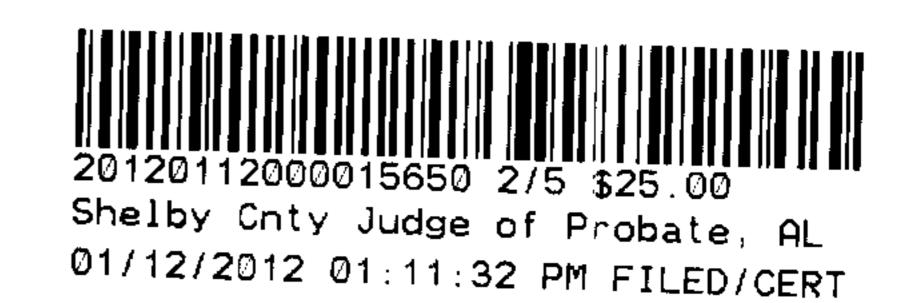
Notary Public

MY COMMISSION EXPIRES AUGUST 18, 2014

This Instrument Prepared by:

D'Ashia Crayton Regions Bank PO Box 830721

Birmingham, AL 35282-8860





Loss Mitigation Title Services
3 First American Way, Santa Ana, CA 92707 or P.O. Box 27670, Santa Ana, CA 92799

PROPERTY INFORMATION REPORT

WELLS FARGO HOME MORTGAGE 3476 STATEVIEW BLVD MAC X7801-03K

FORT MILL, SC 29715 ATTN: 39103 DANA PLATT DATE ISSUED: SEPTEMBER 21, 2011

ORDER NO.: REFERENCE: 6844427

DIANE HENDERSON NAME:

170 STRATFORD CIR, PELHAM, AL 35124 PROPERTY ADDRESS:

SEPTEMBER 19, 2011 AS OF THE DATE HEREOF:

A. THE LAST RECORDED DOCUMENT PURPORTING TO TRANSFER TITLE TO THE LAND DESCRIBED HEREIN SHOWS THE FOLLOWING PURPORTED OWNER:

DIANE G. HENDERSON

Means of conveyance:

Grantor:

CORPORATION FORM WARRANTY DEED REAMER BUILDING & DEVELOPMENT

CORPORATION

Grantee: Date recorded: Recorded As:

DIANE G. HENDERSON **DECEMBER 18, 1991 BOOK 378 PAGE 346**

B. ACCORDING TO THE LATEST EQUALIZED ASSESSMENT ROLL THE FOLLOWING AD VALOREM TAX INFORMATION IS SHOWN:

A.P. NO: 11-7-36-3-000-028-110

ASSESSED VALUATION:

IMPROVEMENTS: \$137,800.00 EXEMPTIONS: \$.00 LAND: \$45,000.00

General and special taxes and assessments for the fiscal year 2011.

Annual Installment Status:

UNPAID

Installment Amount: Penalty:

\$1,019.24 \$N/A

A.P. No:

11-7-36-3-000-028-110

C. OFFICIAL RECORDS OF THE COUNTY WHERE THE LAND IS LOCATED SHOWS THE FOLLOWING UNRELEASED DOCUMENTS AFFECTING THE LAND:

1. A mortgage to secure an original principal indebtedness of \$90,500.00, and any other amounts or obligations secured thereby, recorded MAY 13, 2004, as INSTRUMENT NO. 20040513000253560 of Official Records.

Dated:

MAY 05, 2004

Mortgagor:

DIANE HENDERSON AKA DIANE G.

Mortgagee:

HENDERSON, AN UNMARRIED WOMAN MORTGAGE ELECTRONIC REGISTRATION

SYSTEMS, INC., AS NOMINEE FOR

SOUTHTRUST MORTGAGE CORPORATION

NOTE 1 According to the public records, the beneficial interest under the above-referenced document was assigned to WELLS FARGO, NA by assignment recorded JULY 05, 2011 as INSTRUMENT NO. 20110705000194570 of Official Records.

2. A mortgage to secure an original principal indebtedness of \$25,000.00, and any other amounts or obligations secured thereby, recorded DECEMBER 06, 1995, as INSTRUMENT NO. 1995-34887 of Official Records.

Dated:

NOVEMBER 08, 1995

Mortgagor:

DIANE G. HENDERSON, AN UNMARRIED

WOMAN

Mortgagee:

AMSOUTH BANK OF ALABAMA, A NATIONAL

BANKING ASSOCIATION

NOTE 1 A document recorded MARCH 01, 2004 as INSTRUMENT NO. 20040301000105210 of Official Records provides that the deed of trust or the obligation secured thereby has been modified.

NOTE 2 A document recorded MAY 13, 2004 as INSTRUMENT NO. 20040513000253570 of Official Records provides that the lien or charge of the deed of trust was subordinated to the lien or charge of the deed of trust recorded MAY 13, 2004 as INSTRUMENT NO. 20040513000253560 of Official Records.

NOTE 3 A document recorded JANUARY 19, 2005 as INSTRUMENT NO. 200501190000249760 of Official Records provides that the deed of trust or the obligation secured thereby has been modified.

3. A mortgage to secure an original principal indebtedness of \$100,000.00, and any other amounts or obligations secured thereby, recorded SEPTEMBER 11, 2006, as INSTRUMENT NO. 20060911000446830 of Official Records.

Dated:

AUGUST 17, 2006

Mortgagor:

DIANE G. HENDERSON

Mortgagee:

AMSOUTH BANK

JUDGMENT AND LIEN INFORMATION:

*NONE FOUND OF RECORD

Title Grading for Property Report

GRADE "A"

201201120000015650 4/5 \$25.00 Shelby Cnty Judge of Probate, AL 01/12/2012 01:11:32 PM FILED/CERT

D. LEGAL DESCRIPTION:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA, TO WIT:LOT 9, ACCORDING TO THE MAP AND SURVEY OF STRATFORD PLACE, PHASE IV, AS RECORDED IN MAPBOOK 14, PAGE 69, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

201201120000015650 5/5 \$25.00 Shelby Cnty Judge of Probate, AL 01/12/2012 01:11:32 PM FILED/CERT

LIMITATION OF LIABILITY

THIS REPORT CONTAINS INFORMATION OBTAINED FROM PUBLIC RECORDS IN THE COUNTY WHERE THE LAND IS LOCATED WHICH GIVES NOTICE OF MATTERS RELATING TO SAID LAND. EASEMENTS, RIGHTS OF WAY AND CC&R'S ARE NOT REPORTED. THIS REPORT IS NOT INTENDED TO BE, NOR SHOULD IT BE RELIED UPON AS A LEGAL OPINION OF TITLE OR ANY FORM OF TITLE INSURANCE. AS A PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, THE RECIPIENT AGREES THAT FIRST AMERICAN NATIONAL DEFAULT TITLE SERVICES' SOLE LIABILITY FOR ANY LOSS OR DAMAGE ARISING BY REASON OF ANY ERROR OR OMISSION CONTAINED HEREIN SHALL BE LIMITED BY THIS PARAGRAPH. THIS REPORT MAY MAKE REFERENCE TO INVOLUNTARY LIENS, JUDGMENTS OR OTHER DOCUMENTS OF RECORD WHEREIN THE DEBTOR'S NAME IS SIMILAR OR IDENTICAL TO THAT OF THE SUBJECT PROPERTY OWNER(S), BUT IS NOT, IN FACT, THE SAME PERSON(S). AS SUCH, ADDITIONAL INFORMATION MAY BE REQUIRED TO CONFIRM THE IDENTITY OF THE DEBTOR(S) AS THE PROPERTY OWNER(S).