

20120130000034630 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
01/30/2012 02:05:45 PM FILED/CERT

This section for Recording use only

Subordination Agreement

Record 2nd
Customer Name: John D Dabney
Account Number: 4720

Request Id: 1112SB0224

12WRD1209

11CM16073

THIS AGREEMENT is made and entered into on this 30th day of December, 2011, by Amsouth Bank DBA as Regions Bank (Hereinafter referred to as "Regions") in favor of CHASE BANK, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

Regions loaned to John D Dabney (the "Borrower", whether one or more) the sum of \$170,500.00. Such loan is evidenced by a note dated April 29, 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 8/17/2005, Instrument # 20050817000422580, amended Instrument # 2008052800215260 in the public records of SHELBY COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$257,090.00 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. ** Dated 11/3/2012 Recorded in Instrument*

20120130000034620

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.

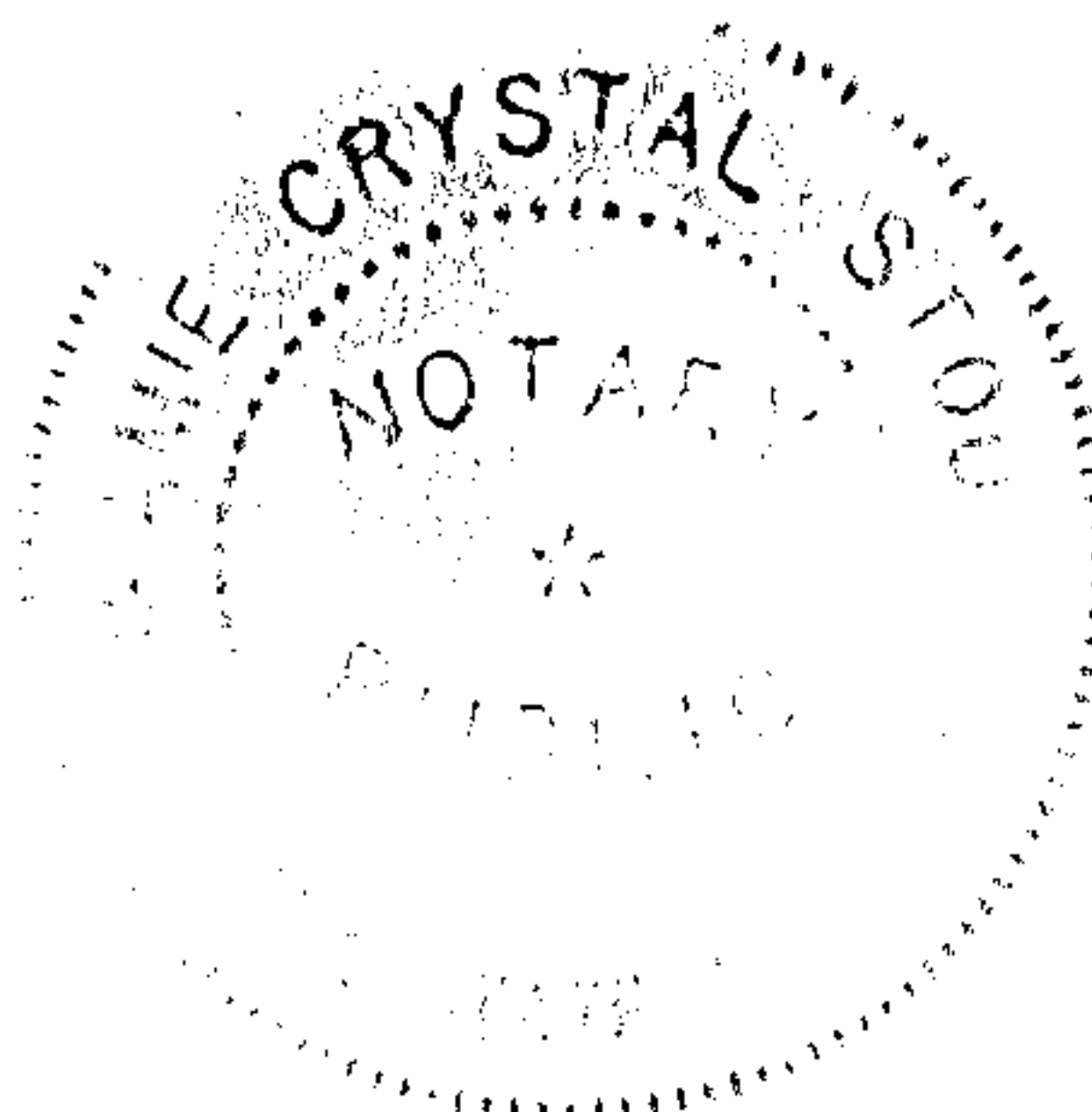
IN WITNESS WHEREOF, Regions Bank has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

Regions Bank

By *[Signature]*
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 30th day of December, 2011, within my jurisdiction, the within named *James E. Crayton* who acknowledged that he/she is *Vice President* 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.




[Signature]
Notary Public

01/09/2013
My commission expires:

Anne Crystal Stout

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

RETURN TO:
WORLDWIDE RECORDING, INC.
9801 LEGLER RD
LENEXA, KS 66219
1-800-316-4682


20120130000034630 2/2 \$16.00
Shelby Cnty Judge of Probate, AL
01/30/2012 02:05:45 PM FILED/CERT

11CM16073

LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

LOT 2C, ACCORDING TO A RESUBDIVISION OF LOTS 1 AND 2 OF WHISPERING PINES FARMS, AS RECORDED IN MAP BOOK 32, PAGE 55, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PREMISES AS CONVEYED IN DEED FROM KENNETH L. ROSSER, A MARRIED MAN RECORDED 12/04/2003 IN DOCUMENT NUMBER 20031204000786090 IN SAID COUNTY AND STATE.

COMMONLY KNOWN AS: 231 HWY 13, HELENA, AL 35080