

This section for Recording use only

Subordination Agreement

Customer Name: Randall L Sears and Kelly D Sears
Customer Account: xxxxxxxxxxxx5323

THIS AGREEMENT is made and entered into on this **1st** day of **December, 2011**, by Regions Bank (Hereinafter referred to as "Regions") in favor of **CITIBANK NA**, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

Regions loaned to **Randall L Sears and Kelly D Sears** (the "Borrower", whether one or more) the sum of **\$100,000.00**. Such loan is evidenced by a note dated **3/20/2007**, 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 **4/12/2007**, in Record Book **I#20070412000168910** at Page **N/A**, amended in Record Book **N/A** at Page **N/A** in the public records of **SHELBY COUNTY, ALABAMA** (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of **\$225,555.00** 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: *Terrion O'Neill*
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 **1st** day of **December, 2011**, within my jurisdiction, the within named *Terrion O'Neill* who acknowledged that he/she is *And* 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.

Bonnie Simpson
Notary Public

NOTARY MUST AFFIX SEAL

Commission Expires: *3-6-15*

This Instrument Prepared by:
Cassandra Clime
Regions Bank
PO Box 830721
Birmingham, AL 35282-8860

Recording Requested By & Return To:
Chicago Title ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001

Exhibit "A"
Legal Description


20120202000040670 2/2 \$15.00
Shelby Cnty Judge of Probate, AL
02/02/2012 02:36:48 PM FILED/CERT

The land referred to herein below is situated in the county of SHELBY, State of AL and is described as follows:

ALL THAT PARCEL OF LAND IN, SHELBY COUNTY, STATE OF ALABAMA, AS DESCRIBED IN DEED INST # 1999-21227, ID#274184001001003, ID#274183001006000, ID#274192001002003, ID#274192001002000, ID#274192001002000, BEING KNOWN AND DESIGNATED AS:

COMMENCE AT THE S.E. CORNER OF SECTION 18, T 22 S, R 3 W, AND RUN N-89DEG 52MIN 30SEC W FOR 200.78 FEET TO A POINT ON THE WEST R.O.W. LINE OF PEBBLE ROAD; THESE CONTINUE ALONG POINT; THENCE S-46DEG 40MIN 16 SEC-W FOR 289.03 FEET TO A POINT; THENCE S-81DEG 10MIN 44SEC-W FOR 134.24 FEET TO A POINT; THENCE 90DEG RIGHT IN AN EASTERLY DIRECTION FOR 183.47 FEET TO A POINT; THENCE 67DEG 18MIN 59SEC RIGHT IN A SOUTHEASTERLY DIRECTION FOR 261.14 FEET TO THE POINT OF BEGINNING. CONTAINING 1.1 ACRES MORE OR LESS. 30 FOOT EASEMENT FOR DRIVEWAY: COMMENCE AT THE S.E. CORNER OF SECTION 18, T 22 S, R 3 W, AND RUN N-89DEG 52MIN 30SEC-W FOR 2000.78 FEET TO A POINT ON THE WEST R.O.W. LINE OF PEBBLE ROAD; THENCE 87DEG 2MIN 58SEC RIGHT FOR 35.03 FEET TO A POINT IN THE CENTER OF PEBBLE LANE, BEING THE POINT OF BEGINNING OF THE CENTERLINE OF THE CASEMENT HEREIN DESCRIBED; THENCE 81DEG 54MIN 02SEC LEFT IN A WESTERLY DIRECTION FOR 447.13 FEET; THENCE 44DEG 57MIN 25SEC RIGHT IN A NORTHWARDLY DIRECTION FOR 205.16 FEET; THENCE 46DEG 20MIN 50SEC LEFT IN A WESTERLY DIRECTION FOR 205.16 FEET NORTHWESTERLY DIRECTION FOR 202.44 FEET; THENCE 25DEG 34MIN 08SEC LEFT IN A WESTERLY DIRECTION FOR 230.78 FEET; THENCE 57DEG 00MIN 44SEC LEFT IN A SOUTHWESTERLY DIRECTION FOR 96.46 FEET; THENCE 12DEG 38MIN 12 RIGHT IN A SOUTHWESTERLY DIRECTION FOR 313.76 FEET TO THE POINT ENDING.

SUBJECT TO:

- ☐ TAXES FOR 1999 AND SUBSEQUENT YEARS. 1999 AD VALOREM TAXES ARE A LIEN BUT NOT DUE AND PAYABLE UNTIL OCTOBER 1, 1999.
 - ☐ ANY LOSS, CLAIM, DAMAGE, OR EXPENSE INCLUDING ADDITIONAL TAX DUE, IF ANY ARISING FROM OR DUE TO FACT THAT AS VALOREM TAXES FOR SUBJECT PROPERTY HAVE BEEN PAID UNDER A CURRENT USE ASSESSMENT.
 - ☐ LIABILITY UNDER THIS BINDER IS LIMITED TO AMOUNT ACTUALLY DISBURSED FROM PROCEEDS OF LOAN SECURED BY INSTRUMENT IDENTIFIED IN SCHEDULE A, HERETO, BUT INCREASES AS EACH DISBURSEMENT IS MADE IN GOOD FAITH AND WITHOUT KNOWLEDGE OF ANY DEFECT IN, OR OBJECT TO TITLE TO THE FACE AMOUNT OF BINDER.
 - ☐ STATUTORY LIENS FOR LABOR AND MATERIALS WHICH NOW HAVE GAINED OR MAY HEREINAFTER HAVE GAINED PRIORITY OVER THE LIEN OF SAID MORTGAGE WHERE NO NOTICE THEREOF APPEARS OF RECORD.
 - ☐ PERMITS TO ALABAMA POWER COMPANY RECORDED IN DEED BOOK 131, PAGE 467; DEED BOOK 272, PAGE 920; DEED BOOK 274, PAGE 28; DEED BOOK 102, PAGE 309; DEED BOOK 269, PAGE 867; DEED BOOK 127, PAGE 370 AND DEED BOOK 130, PAGE 144 IN PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
 - ☐ RIGHT OF WAY TO SHELBY COUNTY RECORDED IN DEED BOOK 237, PAGE 387 IN PROBATE OFFICE.
 - ☐ TITLE TO MINERALS UNDERLYING CAPTION LANDS WITH MINING RIGHTS AND PRIVILEGES BELONGING THERETO.
 - ☐ OIL AND GAS LEASE RECORDED IN REAL BOOK 217, PAGE 231 IN PROBATE OFFICE.
 - ☐ RIPARIAN RIGHTS IN AND TO THE USE OF DAVIS CREEK.
- MORE COMMONLY KNOWN AS 263 PEBBLE ROAD, SHELBY AL 35115

Tax/Parcel ID: 274192001002000