

Shelby Cnty Judge of Probate, AL 02/22/2012 12:25:32 PM FILED/CERT

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## **Subordination Agreement**

Customer Name: Lori A Nestor

Account Number: 6256 Request Id: 1201SB0357

THIS AGREEMENT is made and entered into on this 27th day of January, 2012, by Regions Bank(Hereinafter referred to as "Regions") in favor of US BANK NATIONAL ASSOCIATION, its successors and assigns (hereinafter referred to as "Lender").

## **RECITALS**

Regions loaned to Lori A Nestor (the "Borrower", whether one or more) the sum of \$38,000.00. Such loan is evidenced by a note dated February 1, 2008, 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 3/4/2008, Instrument # 20080304000086910 in the public records of SHELBY COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$182,900.00 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 thereunder, but not to the extent of any other future advances.

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: \_\_\_\_\_\_\_\_
Its Vice President

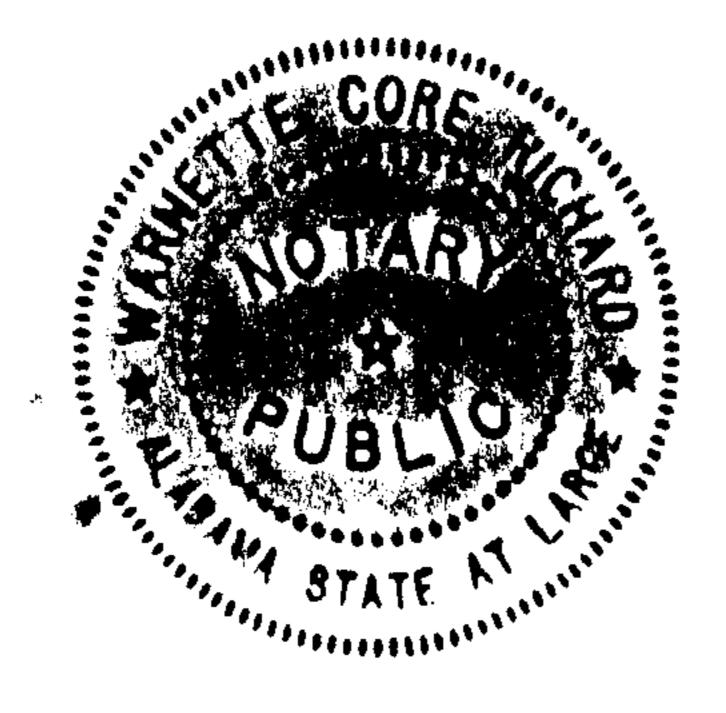
State of Alabama County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 27th day of January, 2012, within my jurisdiction, the within named <u>James E. Watkin</u> who acknowledged that he/she is <u>Vice President</u> 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 day/authorized by Regions Bank so to do.

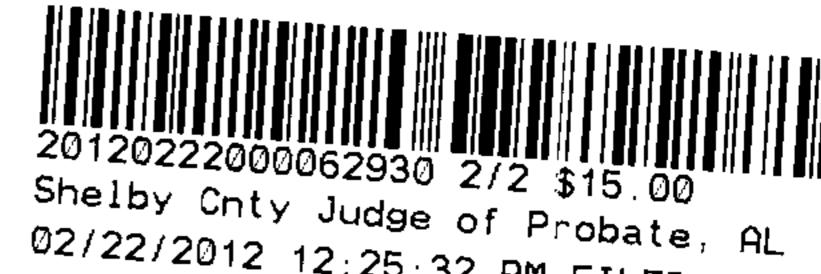
MY COMMISSION EXPIRES AUGUST 18, 2014

My commission expires:

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



Return To: 13149413
LSI-LPS
East Recording Solutions
700 Cherrington Parkway
Coraopolis, PA 15108



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Order No.:

Loan No.:

13149413 2300073467

## **Exhibit A**

The following described property:

Lot 2539, according to the Survey of Highland Lakes, 25th Sector, Phase I, an Eddleman Community, as recorded in Map Book 35, Page 3, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Assessor's Parcel No:

092090015018000