

20120223000064130 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
02/23/2012 10:53:16 AM FILED/CERT

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Record 2nd

Subordination Agreement

Customer Name: David N Sellers

Account Number: 4168

Request Id: 1201SB0288

12WR02952

11CM17329

THIS AGREEMENT is made and entered into on this 25th day of January, 2012, by Regions Bank (Hereinafter referred to as "Regions") in favor of JPMORGAN CHASE BANK, N.A., its successors and assigns (hereinafter referred to as "Lender").

RECITALS

Regions loaned to David N Sellers and Susan R Sellers (the "Borrower", whether one or more) the sum of \$10,000.00. Such loan is evidenced by a note dated April 14, 2010, 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 5/11/2010, Instrument # 20100511000147780 in the public records of SHELBY COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$230,165.00 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 2/7/2012 Recorded in Inst# 20120223000064130*

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.

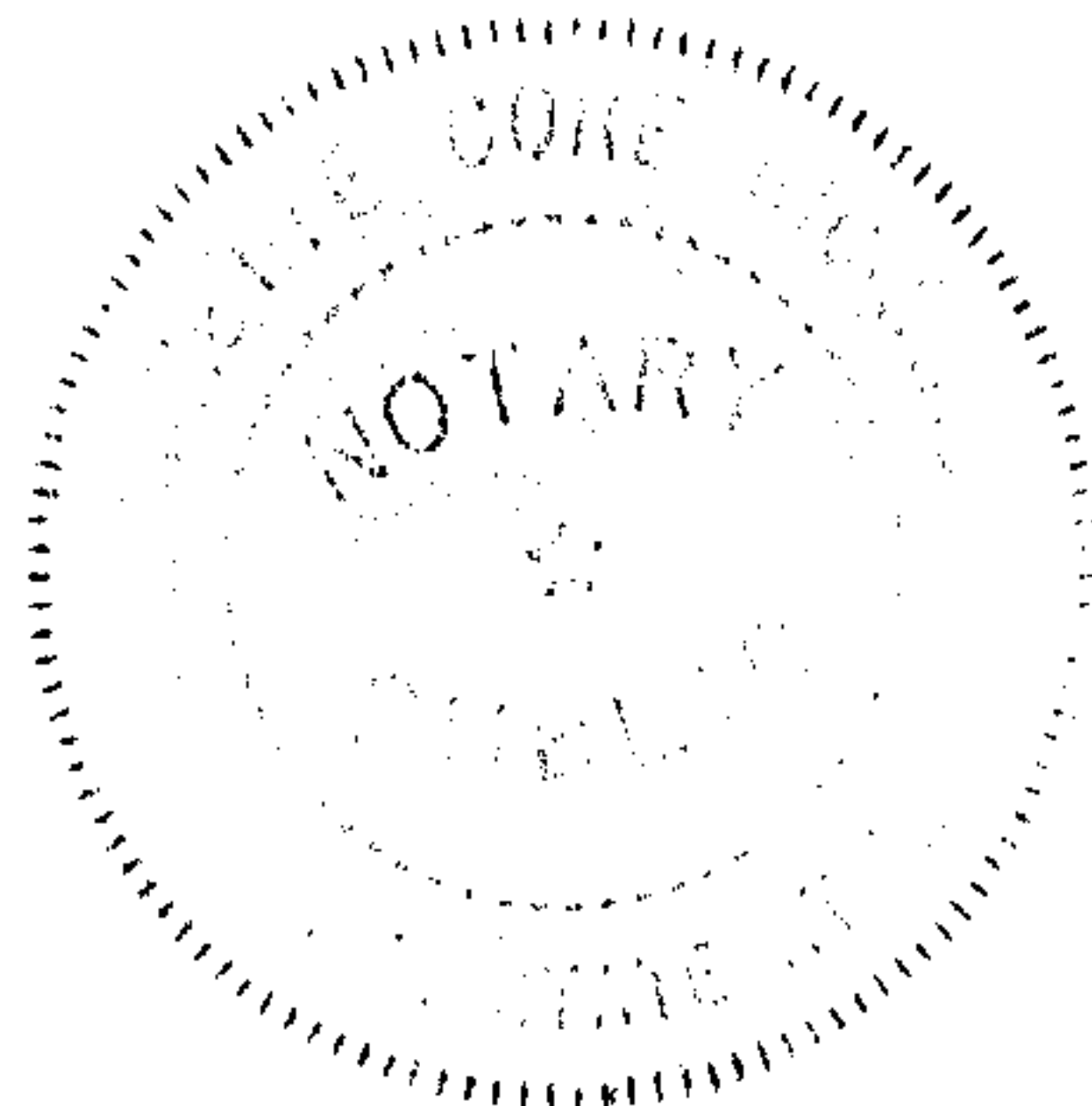
Regions Bank

By: *[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 25th day of January, 2012, within my jurisdiction, the within named James E. Watts II 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.

RETURN TO:
WORLDWIDE RECORDING, INC.
9801 LEGLER RD
LENEXA, KS 66219
1-800-316-4682
NOTARY MUST AFFIX SEAL
This Instrument Prepared by:
Tracey McCool
Regions Bank
PO Box 830721
Birmingham, AL 35282-8860



[Signature]
Notary Public

MY COMMISSION EXPIRES AUGUST 18, 2014

My commission expires:

20120223000064130 2/2 \$16.00
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Exhibit A

LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO-WIT:

LOT 8, ACCORDING TO THE SURVEY OF PERKINS LANDING SECTORS 1 AND 2, AS RECORDED IN MAP BOOK 27 PAGE 33 AND THE RESURVEY OF LOTS 14, 15, 28 AND 29, AND COMMON AREA "E", AS RECORDED IN MAP BOOK 27 PAGE 130 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. MINERALS AND MINING RIGHTS EXCEPTED.

BEING THE SAME PREMISES AS CONVEYED IN DEED FROM PEGGY S. WOODLING, A SINGLE INDIVIDUAL RECORDED 06/13/2007 IN DOCUMENT NUMBER 20070613000276220, IN SAID COUNTY AND STATE.

COMMONLY KNOWN AS: 408 PERKINS LANDING COVE, COLUMBIANA, AL 35051