

20120413000127740 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
04/13/2012 11:30:37 AM FILED/CERT

Recording Requested By:

LSI
700 Cherrington Parkway
Coraopolis, PA, 15108

Return To: **13396473**
LSI-LPS
East Recording Solutions
700 Cherrington Parkway
Coraopolis, PA 15108
Title Order No. 13396473

SUBORDINATION AGREEMENT

APN: 233051003007000

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made 4-10-12, by **GARRET T. HERRINGDON and SHEILA P. HERRINGDON**, Owners of the land hereinafter described and hereinafter referred to as "Owner", and **RENASANT BANK**, present owner and holder of the mortgage and note first hereinafter described and hereinafter referred to as "Beneficiary";

LOT 7, ACCORDING TO THE SURVEY OF FOX VALLEY HIGHLANDS, AS RECORDED IN MAP BOOK 39, PAGES 14A AND 14B IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

ASSESSOR'S PARCEL NO: 233051003007000

WITNESSETH

THAT WHEREAS, **GARRET T. HERRINGDON and SHEILA P. HERRINGDON** did execute a mortgage, dated **07/01/2008**, in the amount of **\$138,000.00** covering real property at 304 Fox Valley High, Maylene, AL 35114, County of Shelby, State of Alabama. To secure a note in favor of **RENASANT BANK**, which the original mortgage was recorded on **07/03/2008 in Instrument 20080703000271510**, Official Records of said county;

WHEREAS, Owner has executed, or is about to execute, a mortgage and note in the **sum not to exceed \$400,000.00**, dated on or about 4-10-12, in favor of **REGIONS BANK d/b/a REGIONS MORTGAGE**, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the mortgage first above mentioned; and

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WHEREAS, lender is willing to make said loan provided the mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the mortgage first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the mortgage first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

That said mortgage securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the mortgage above mentioned.

That Lender would not make its loan above described without this subordination agreement.

That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

He consents to and approves (i) all provisions of the note and mortgage in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;

Lender, in making disbursements pursuant to any such agreement, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to who Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage first above mentioned in favor of the lien or charge upon said land of the mortgage in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said mortgage has by this instrument been subordinated to the lien or charge of the mortgage in favor of Lender above referred to.

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NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

IN WITNESS WHEREOF, THE PARTY OF THE FIRST PART HAS HEREUNTO SET ITS HAND AND SEAL ON THE DAY AND YEAR FIRST WRITTEN.

WITNESSES:

Denise P. May

Denise P. May
PRINT NAME

Erena Bowers

Erena
PRINT NAME

RENASANT BANK

By: Paula Bryant

Its: A.U.P.

STATE OF Alabama

COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally appeared Paula D. Bryant, who is the A.U.P. of RENASANT BANK, appearing on behalf of said corporation, who is known to me or has shown as identification, who after being by me first duly sworn, deposes and says that he/she has the full binding authority so execute this Subordination Agreement and he/she subscribed his/her name thereto in certification thereof.

Clare J. Senaid
NOTARY PUBLIC
My Commission Expires 11-01-14

Prepared by:
Curphey & Badger Law
c/o Angelina Whittington, Esquire
3849 Lithia Pinecrest Rd.
Valrico, FL 33546


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Order ID: 13396473
Loan Number: 0896972107

Exhibit A

The following described property:

Lot 7, according to the Survey of Fox Valley Highlands, as recorded in Map Book 39, Pages 14A and 14B in the Office of the Judge of Probate of Shelby County, Alabama.

Assessor's Parcel No: 233051003007000

The company assumes no liability for loss or damage whatsoever for any errors, omissions or inaccuracies in the information supplied.