

20120413000127790 172 \$16.00 Shelby Cnty Judge of Probate, AL 04/13/2012 12:26:07 PM FILED/CERT

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## **Subordination Agreement**

Customer Name: Susan A Mims

Account Number: 2200 Request Id: 1201SB0296

THIS AGREEMENT is made and entered into on this 13th day of February, 2012, by Regions Bank(Hereinafter referred to as "Regions") in favor of Regions Bank, its successors and assigns (hereinafter referred to as "Lender").

## **RECITALS**

Regions loaned to Susan A Mims and Robbie E Goolsby (the "Borrower", whether one or more) the sum of \$49,000.00. Such loan is evidenced by a note dated April 29, 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 5/29/2008, Instrument # 20080529000217700 in the public records of SHELBY COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$376,000.00 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: Control 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 13th day of February, 2012, within my jurisdiction, the within named who acknowledged that he/she is of Regions Bank, a banking corporation, and that for and on behalf of the said Regions Bank, and as its act

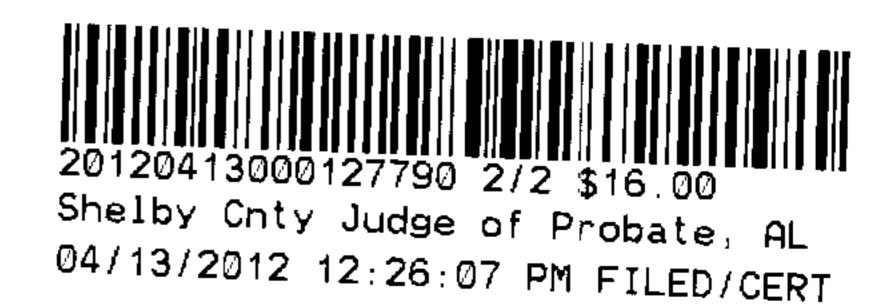
and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by Regions Bank so to do.

Notary Public

My commission expires:

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

Return To: 133000401 LSI-LPS East Recording Solutions 700 Cherrington Parkway Coraopelis, FA 15108



Order ID: 13206401 Loan Number: 0896969620

## **Exhibit A**

The following described property:

Lot 2416, according to the Survey of Highland Lakes, 24th Sector, an Eddleman Community, as recorded in Map Book 33, Page 34, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument No. 1994-07111 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highlands Lakes, a Residential Subdivision, 24th Sector, recorded as Instrument No. 20040430000226520 in the Probate Office of Shelby County, Alabama (which, together with amendments thereto, is hereinafter collectively referred to as, the "Declaration").

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Assessor's Parcel No: 092090013014000

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