

This section for Recording use only

Subordination Agreement

Customer Name: Wesley L Self

Request Id: 1208SB0953 Account Number: 9296

THIS AGREEMENT is made and entered into on this 14th day of September, 2012, by Regions Bank (Hereinafter referred to as "Regions Bank") in favor of AMERICAN INTERNET MORTGAGE, INC, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

Regions Bank loaned to Wesley L Self and Melissa J Self (the "Borrower", whether one or more) the sum of \$175,000.00. Such loan is evidenced by a note dated July 2, 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 7/31/2008, Instrument # 20080731000308140 in the public records of SHELBY COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$384,180.00 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 Bank 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 Bank 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 14th day of September, 2012, within my jurisdiction, the within named James Watts II who acknowledged that he/ of Regions Bank, a banking corporation, and that for and on behalf of the said Regions Bank, she is 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:

RETURN TO: **UST Global** 345 Rouser Road Suite 201

"VIY COMMISSION EXPIRES AUGUST 18, 2014

Moon Township, PA 15108

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

SCHEDULE A

SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA:

LOT 1262, ACCORDING TO THE MAP OF HIGHLAND LAKES, 12TH SECTOR, PHASE III, AND EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 33, PAGE 46, 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 HIGHLANDS LAKES, A RESIDENTIAL SUBDIVISION, RECORDED AS INSTRUMENT #1994-07111 AND AMENDED IN INSTRUMENT #1996-17543 AND AMENDED IN INSTRUMENT #1999-31095 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLANDS LAKES, A RESIDENTIAL SUBDIVISION, 12TH SECTOR, PHASE III, RECORDED AS INSTRUMENT NO. 20040510000244590 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS, THE "DECLARATION").

TAX ID NO: 09 2 09 0 005 060.000

BEING THE SAME PROPERTY CONVEYED BY JOINT SURVIVORSHIP DEED

GRANTOR: DISTINCTIVE BUILDERS, INC., AN ALABAMA CORPORATION

GRANTEE: WESLEY SELF AND MELISSA SELF, FOR AND DURING THEIR JOINT LIVES

AND UPON THE DEATH OF EITHER, THEN TO THE SURVIVOR OF THEM

DATED: 07/02/2008 RECORDED: 07/08/2008

DOC#/BOOK-PAGE: 20080708000276370

ADDRESS: 2003 BLUESTONE CIRCLE, BIRMINGHAM, AL 35242

END OF SCHEDULE A



Shelby Cnty Judge of Probate, AL 10/03/2012 03:06:30 PM FILED/CERT