

20121219000485510 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
12/19/2012 12:17:34 PM FILED/CERT

When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117
78227443 - 2

This section for Recording use only

56980081-1619324

Subordination Agreement

Customer Name: Andrea L Koontz
Account Number: 5312

Request Id: 1210SB0366

THIS AGREEMENT is made and entered into on this 23rd day of October, 2012, by Regions Bank (Hereinafter referred to as "Regions Bank") in favor of JP MOORGAN CHASE BANK, N.A., its successors and assigns (hereinafter referred to as "Lender").

RECITALS

Regions Bank loaned to Andrea L Koontz and Randy L Koontz (the "Borrower", whether one or more) the sum of \$40,000.00. Such loan is evidenced by a note dated November 29, 2006, 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 12/13/2006, Instrument # 20061213000608150 in the public records of SHELBY COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$214,855.00 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.

* wife and husband

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

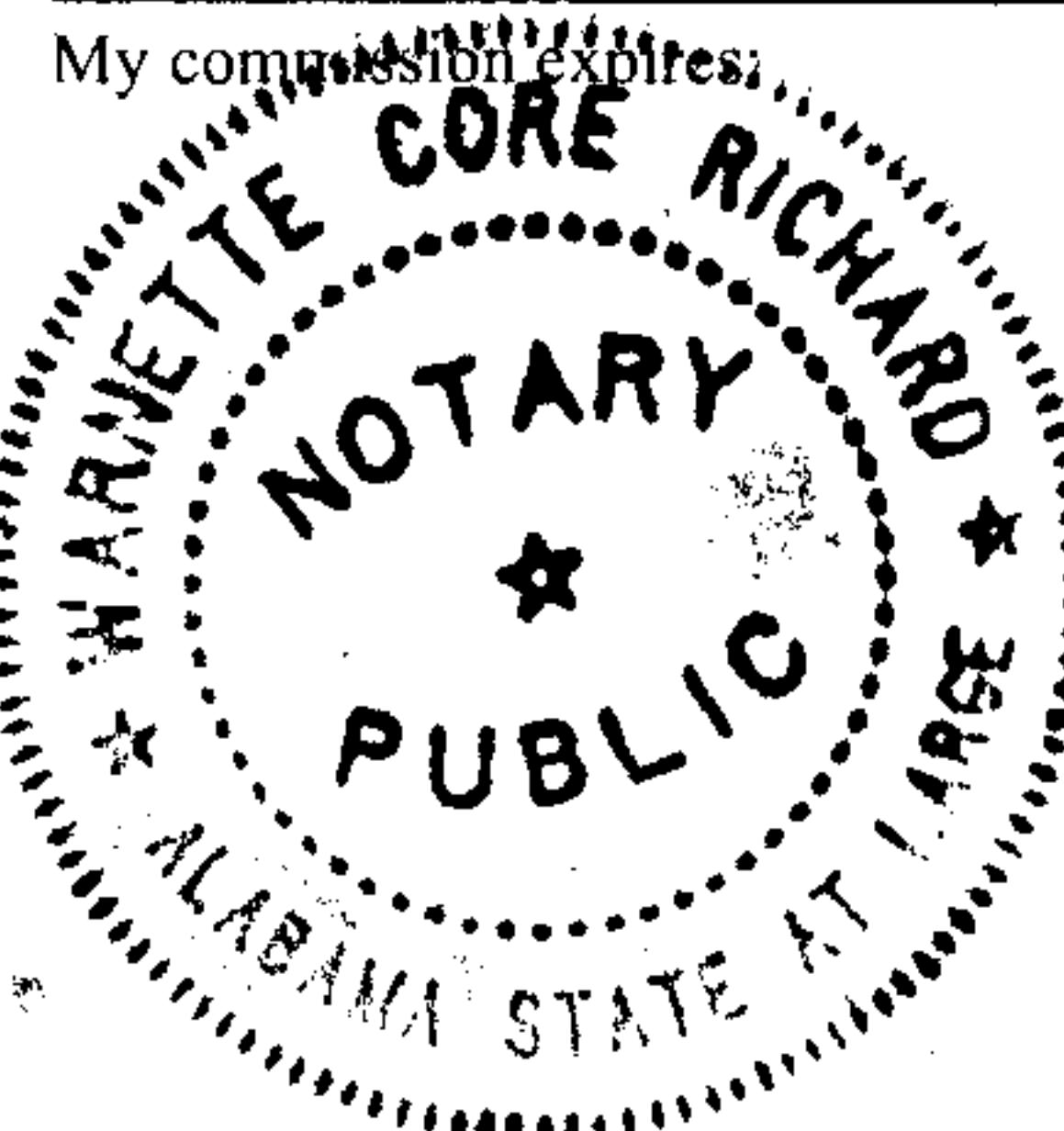
By:

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 23rd day of October, 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.

Notary Public
MY COMMISSION EXPIRES AUGUST 18, 2014



NOTARY MUST AFFIX SEAL
This Instrument Prepared by:
D'Ashia Crayton
Regions Bank
2050 Parkway Office Cir, RCN 2
Hoover, AL 35244

20121219000485510 2/2 \$16.00
Shelby Cnty Judge of Probate, AL
12/19/2012 12:17:34 PM FILED/CERT



EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 14 5 16 0 000 004.046

Land Situated in the County of Shelby in the State of AL

LOT 40, ACCORDING TO THE SURVEY OF OAK FOREST, AS RECORDED IN MAP BOOK 25, PAGE 111 IN
THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

Commonly known as: 104 OAK FOREST WAY, PELHAM, AL 35124



U03287777
1634 12/7/2012 78227443/2