

20130618000250320 1/2 \$16.00  
Shelby Cnty Judge of Probate, AL  
06/18/2013 11:36:02 AM FILED/CERT

②57907004-2057370

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Record 2nd

**Subordination Agreement**

**Customer Name: J Scott Lusk**

**Account Number: 7080**

**Request Id: 1305SB0174**

THIS AGREEMENT is made and entered into on this 14th day of May, 2013, by Regions Bank (Hereinafter referred to as "Regions Bank") in favor of MERS INC., AS NOMINEE FOR QUICKEN LOANS, INC., its successors and assigns (hereinafter referred to as "Lender").

**RECITALS**

Regions Bank loaned to J Scott Lusk and Carrie Lusk (the "Borrower", whether one or more) the sum of \$58,000.00. Such loan is evidenced by a note dated September 19, 2005, 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 10/19/2005, Instrument # 20051019000543390 in the public records of SHELBY COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$182,075.00 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: [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 14th day of May, 2013, within my jurisdiction, the within named [Signature] who acknowledged that he/she is [Signature] 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.

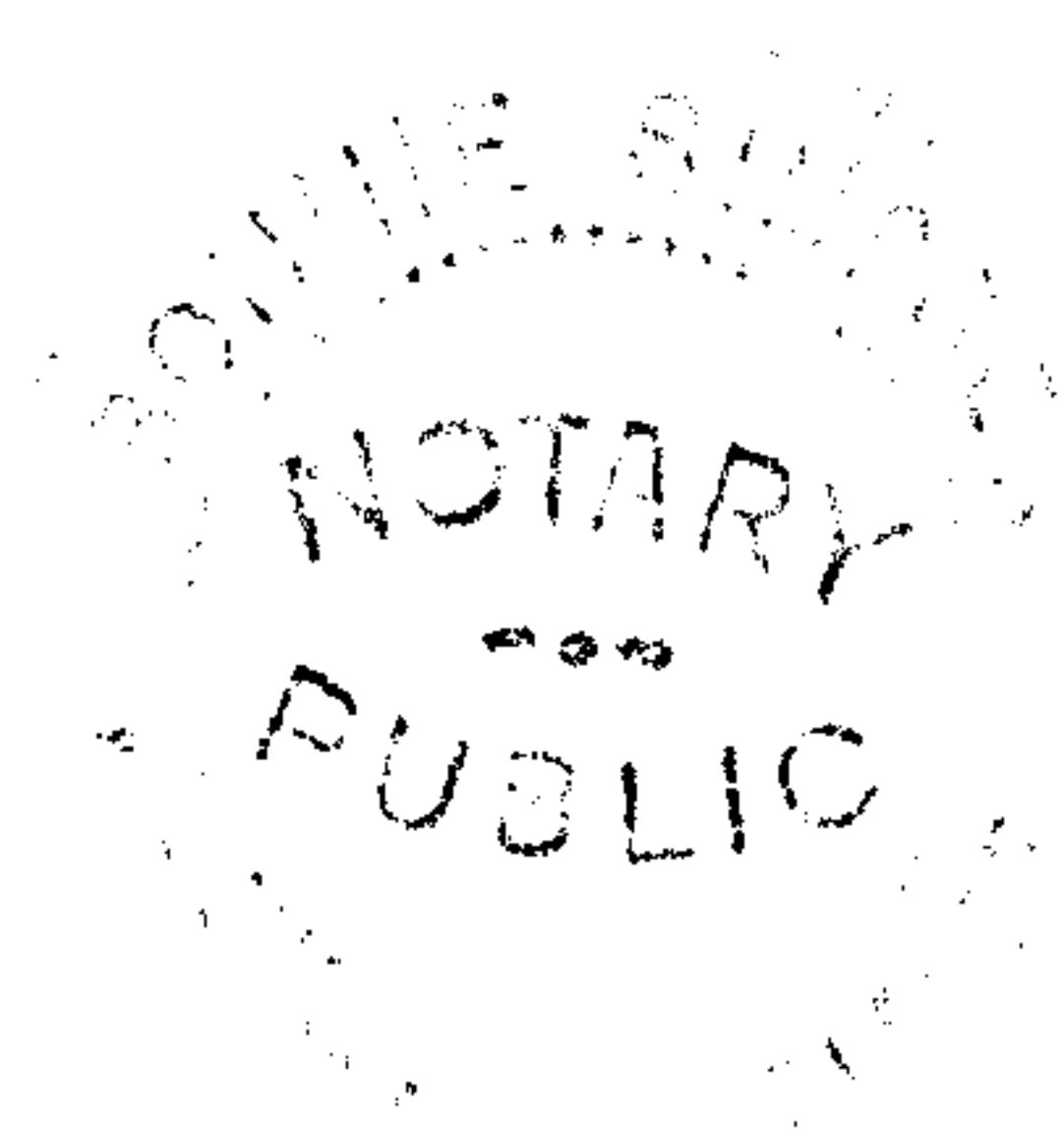
When Recorded Return To:  
Indecomm Global Services  
2025 Country Club  
St. Paul, MN 55111

NOTARY MUST AFFIX SEAL

This Instrument Prepared by:  
Danielle Smith  
Regions Bank  
2050 Parkway Office Cir, RCN 2  
Hoover, AL 35244

[Signature]  
Notary Public

3-6-15  
My commission expires:



## EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 09 2 03 1 003 036.000

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

LOT 11-03 BLOCK 11 ACCORDING TO THE SURVEY OF MT LAUREL, PHASE II, AS RECORDED IN MAP BOOK 30, PAGE 10 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

Commonly known as: 25 Abbott Square , Birmingham, AL 35242



\*U03986794\*

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