

This section for Recording use only

### **Subordination Agreement**

Customer Name: Michael E Brady

Account Number: 1280 Request Id: 1305SB0560

THIS AGREEMENT is made and entered into on this 22nd day of May, 2013, by Regions Bank (Hereinafter referred to as "Regions Bank") in favor of CARTUS HOME LOANS, its successors and assigns (hereinafter referred to as "Lender").

### RECITALS

Regions Bank loaned to Michael E Brady and Priscella A Brady (the "Borrower", whether one or more) the sum of \$15,000.00. Such loan is evidenced by a note dated May 2, 2007, 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 5/17/2007, Instrument # 20070517000229550, amended Instrument # 20080519000201540 in the public records of SHELBY COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$176,200.00 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.

By its acceptance of this agreement, the borrower agrees to pay the subordination Fee set out in the Regions Subordination Request Form.

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.

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 22nd day of May, 2013, within my jurisdiction, the within named when the said Regions Bank, and as

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.

My commission expires:

Notary Public

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

# **Commitment for Title Insurance**

Issued by: Title Resource Group Settlement Services, LLC

3001 Leadenhall Road Mt. Laurel, NJ 08054

### **Underwritten by Title Resources Guaranty Company**

Commitment Number: 2113008615

Lender Loan Number: 7128280844

**Exhibit A** 

Address:

100 Landale Drive STERRETT, AL 35147

## LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO WIT:

LOT 531, ACCORDING TO THE SURVEY OF FOREST PARKS, 5<sup>TH</sup> SECTOR, AS RECORDED IN MAP BOOK 23, PAGE 155 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TAX ID: 09-05-21-0-000-001.174

Purported Address: 100 Landale Drive, STERRETT AL 35147

20130619000251990 2/2 \$16.00 Shelby Cnty Judge of Probate, AL 06/19/2013 01:50:32 PM FILED/CERT