# Subordination Agreement

Customer Name: Paul O Weidman Jr

**Request Id: 1305SB0352** Account Number: 3258

THIS AGREEMENT is made and entered into on this 3rd day of June, 2013, by Regions Bank (Hereinafter referred to as "Regions Bank") in favor of CITIBANK, N.A., its successors and assigns (hereinafter referred to as "Lender").

# RECITALS

Regions Bank loaned to Paul O Weidman Jr (the "Borrower", whether one or more) the sum of \$75,000.00. Such loan is evidenced by a note dated May 11, 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 7/12/2007, Instrument # 20070712000327540 in the public records of SHELBY COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$131,250.00 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 Be

Its Vide 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 3rd day of June, 2013, within my jurisdiction, the within named <u>James</u> 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.

My commission expires:

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

Hoover, AL 35244

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20130627000263530 1/2 \$15.00

Shelby Cnty Judge of Probate, AL 06/27/2013 12:19:15 PM FILED/CERT

Title No.: 25079691

### LEGAL DESCRIPTION

## **EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN CITY OF PELHAM, SHELBY COUNTY, STATE OF ALABAMA, AS DESCRIBED IN DEED INST # 20070430000197620, ID# 11-7-35-0-008-040.000, BEING KNOWN AND DESIGNATED AS:

LOT 63 ACCORDING TO THE SURVEY OF BEAVER CREEK PRESERVE THIRD SECTOR AS RECORDED IN MAP BOOK 27 PAGE 91 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.

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MORE COMMONLY KNOWN AS: 204 BEAVER CRST, PELHAM, AL 35124.

PAUL WEIDMAN AND SUSAN WEIDMAN, AS JOINT TENANTS BY FEE SIMPLE DEED FROM AIDA ALEJANDRO, UNMARRIED AS SET FORTH IN INST # 20070430000197620 DATED 04/23/2007 AND RECORDED 04/30/2007, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

20130627000263530 2/2 \$15.00 20130627000263530 2/2 \$15.00 Shelby Cnty Judge of Probate, AL 06/27/2013 12:19:15 PM FILED/CERT