

20130712000285440 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
07/12/2013 12:06:08 PM FILED/CERT

This section for Recording use only

7890129  
**Subordination Agreement**  
**Customer Name:** Mahmood M Shabani  
**Account Number:** 2912 **Request Id:** 1306SB0075

THIS AGREEMENT is made and entered into on this 10<sup>th</sup> day of June, 2013, by Regions Bank, 2050 Parkway Office Cir, RCN 2, Hoover, AL 35244, (800) 896-6513, (Hereinafter referred to as "Regions Bank") in favor of Green Tree Servicing LLC, its successors and or assigns (hereinafter referred to as "Lender").

#### RECITALS

Regions Bank loaned to Mahmood M Shabani and Mahnaz Jahanbakhsh (the "Borrower", whether one or more) the sum of \$77,000.00. Such loan is evidenced by a note dated July 17, 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 8/7/2006, in Instrument # 20060807000380640 in the public records of Shelby County, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$232,000.00 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.

Witness: Terri O'Neill - Terri O'Neill  
Witness: Edna Chappell - Edna Chappell  
Regions Bank  
By: James Watts  
Its Vice President  
2050 Parkway Office Cir, RCN 2  
Hoover, AL 35244  
(800) 896-6513

State of Alabama  
County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 10<sup>th</sup> day of June, 2013, within my jurisdiction, the within named James Watts who acknowledged that he/she is VP 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.

Bonnie Simpson  
Notary Public  
3-6-15  
My commission expires:

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

**EXHIBIT 'A'**

File No.: **7890129n (mo)**

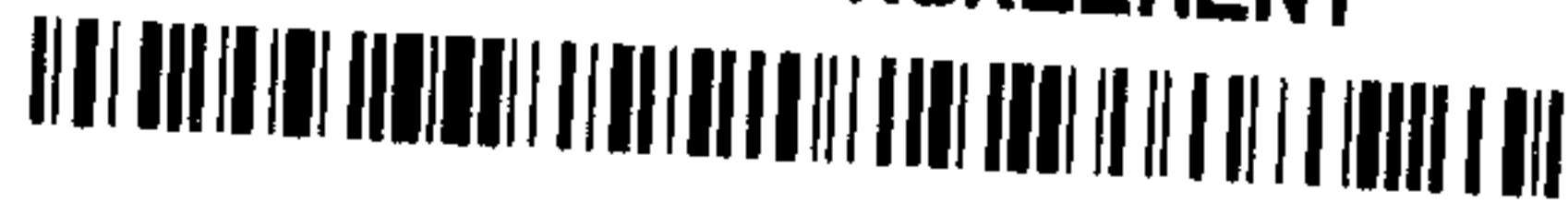
Property: **4134 Eagle Crest Dr, Birmingham, AL 35242**

**LOT 403, ACCORDING TO THE MAP AND SURVEY OF EAGLE POINT, FOURTH SECTOR, AS  
RECORDED IN MAP BOOK 17, PAGE 116, IN THE OFFICE OF THE JUDGE OF PROBATE OF  
SHELBY COUNTY, ALABAMA.**

**A.P.N. 09 3 07 0 005 003.000**

 **SHABANI  
47199589**

**FIRST AMERICAN ELS  
SUBORDINATION AGREEMENT**



**AL**

*WHEN RECORDED, RETURN TO:  
FIRST AMERICAN MORTGAGE SERVICES  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING*