



20130912000369770 1/2 \$17.00
Shelby Cnty Judge of Probate, AL
09/12/2013 10:53:10 AM FILED/CERT

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Subordination Agreement

Customer Name: Joel T Smith
Account Number: 7668 **Request Id:** 1309SB0079

THIS AGREEMENT is made and entered into on this 6th day of September, 2013, by Regions Bank (Hereinafter referred to as "Regions Bank") in favor of Regions Bank, its successors and/or assigns (hereinafter referred to as "Lender").

RECITALS

Regions Bank loaned to Joel T Smith and Kimberly H Smith (the "Borrower", whether one or more) the sum of \$150,000.00. Such loan is evidenced by a note dated November 26, 2010, 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 12/20/2010, Instrument # 20101220000426910 in the public records of SHELBY COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$160,000.00 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.

Regions Bank
By: *Mark Holmes*
Its Vice President *Mark Holmes*

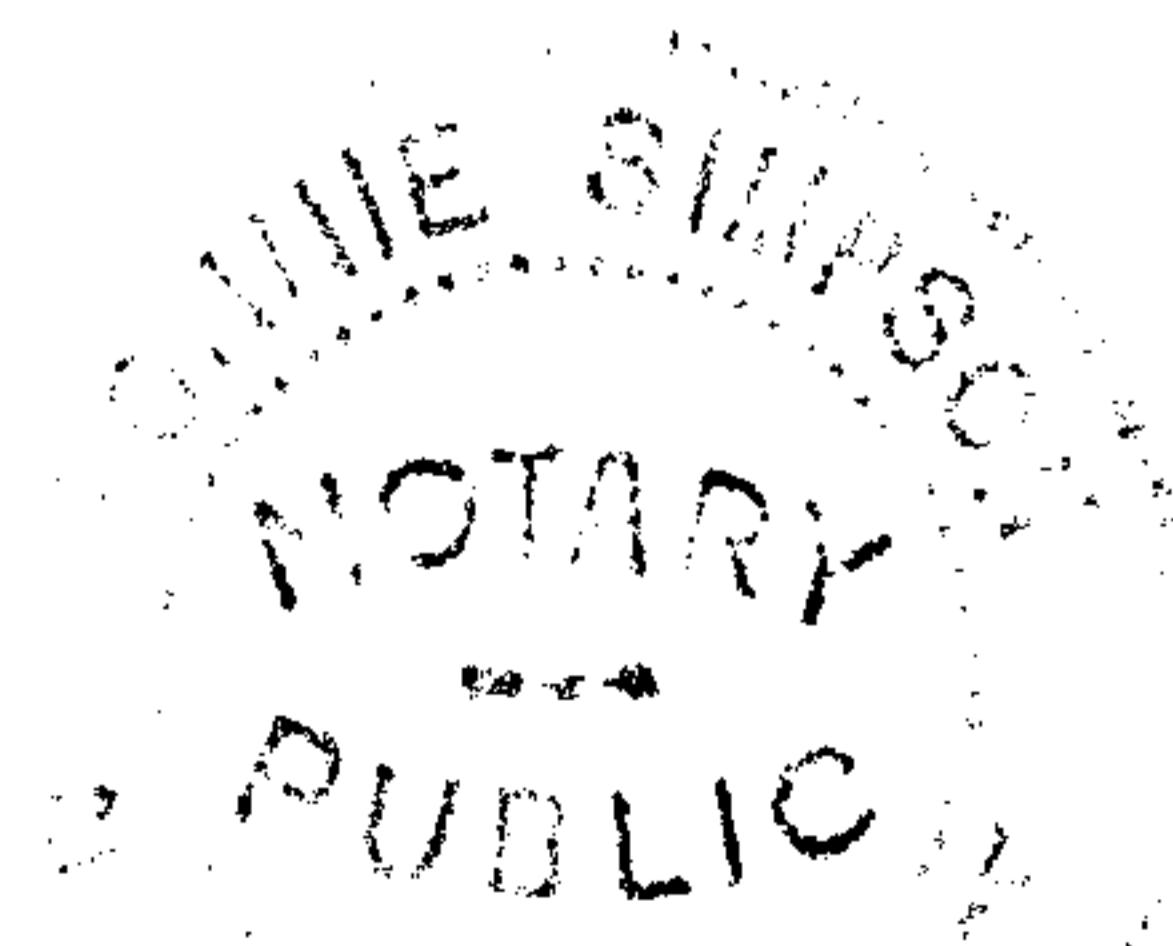
State of Alabama
County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 6th day of September, 2013, within my jurisdiction, the within named *Mark Holmes* 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 Senger
Notary Public
3-6-15

My commission expires:

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





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LEGAL

RECORDED IN MAP BOOK 17, PAGE 129, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR
MINERAL RIGHTS OF RECORD, IF ANY.

BEING THE SAME PREMISES CONVEYED TO KIMBERLY H. SMITH FROM JOEL T. SMITH
AND WIFE, KIMBERLY H. SMITH BY GENERAL WARRANTY DEED DATED 10/30/2006, AND
RECORDED ON 11/8/2006, DOCUMENT # 20061108000550220, IN SHELBY COUNTY, AL.