

Shelby Cnty Judge of Probate, AL 12/10/2013 11:20:59 AM FILED/CERT

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## **Subordination Agreement**

Customer Name: Barbara Crigler

**Request Id: 1310SB0201** Account Number: 3872

THIS AGREEMENT is made and entered into on this 12th day of November, 2013, by Regions Bank (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 Barbara Crigler and Richard P Crigler (the "Borrower", whether one or more) the sum of \$10,800.00. Such loan is evidenced by a note dated April 11, 2008, 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 5/7/2008, Instrument # 20080507000186810 in the public records of SHELBY COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$318,400.00 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.

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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

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 12th day of November, 2013, within my jurisdiction, the within named Dor of Hy 42//24 who acknowledged that he/ of Regions Bank, a banking corporation, and that for and on behalf of the said Regions Bank, she is 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: Virginia Benedict Regions Bank 2050 Parkway Office Cir, RCN 2 Hoover, AL 35244

ORDER NO: FILE NO: CUSTOMER REF: 8114071n 8114071n 000625981659

## Exhibit "A"

Real property in the City of Pelham, County of SHELBY, State of Alabama, described as follows:

LOT 470 ACCORDING TO THE SURVEY OF STONEYKIRK AT BALLANTRAE PHASE 3, AS RECORDED IN MAP BOOK 35, PAGE 11, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Being all of that certain property conveyed to RICHARD P. CRIGLER, JR. from BLAIR HOMES, INC., A CORPORATION, by deed dated June 29, 2007 and recorded July 02, 2007 as INSTRUMENT NO. 20070702000309840 of official records.

Commonly known as: 1456 Stoneykirk Rd, Pelham, AL 35124

APN #: 14-8-28-2-006-009-000

CRIGLER
47917439

FIRST AMERICAN ELS
SUBORDINATION AGREEMENT

WHEN RECORDED, RETURN TO: FIRST AMERICAN TITLE INSURANCE CO. 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING