Reli Settlement Solutions, LLC 3595 Grandview Parkway, Suite 600 Birmingham, Alabama 35243 BHM 1360 836

This section for Recording use only

## **Subordination Agreement**

Customer Name: James W Dunavant

Account Number: 9376 Request Id: 1401SB0082

THIS AGREEMENT is made and entered into on this 31st day of January, 2014, by Regions Bank (Hereinafter referred to as "Regions Bank") in favor of Regions Bank dba Regions Mortgage, its successors and/or assigns (hereinafter referred to as "Lender").

## **RECITALS**

Regions Bank loaned to James W Dunavant and Amy O Dunavant (the "Borrower", whether one or more) the sum of \$28,500.00. Such loan is evidenced by a note dated December 11, 1998, 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 1/5/1999, Instrument # 1999-00313, amended Instrument # 20020730000352310 in the public records of SHELBY COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$291,251.00 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 Bar By:

State of Alabama County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 31st day of January, 2014, within my jurisdiction, the within named 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.

Notary Public

My commission expires:

NOTARY MUST AFFIX SEAL This Instrument Prepared by: Terri O'Neill Regions Bank 2050 Parkway Office Cir, RCN 2 Hoover, AL 35244

20140204000032300 1/1 \$14.00

Shelby Cnty Judge of Probate, AL 02/04/2014 03:26:31 PM FILED/CERT