


**THIS INSTRUMENT PREPARED BY:**

Regions Bank  
4915 Hwy 17  
Helena, AL 35080

  
20140909000281860 1/3 \$20.00  
Shelby Cnty Judge of Probate, AL  
09/09/2014 09:37:19 AM FILED/CERT

**AFTER RECORDING SEND TO:**

Regions Bank  
Attn: Douglas Johnson  
4915 Hwy 17  
Helena, AL 35080

**SUBORDINATION AGREEMENT**

**THIS AGREEMENT** is entered into on this 14th day of APRIL, 2014 by **ALABAMA HOUSING FINANCE AUTHORITY**, a public corporation and instrumentality of the State of Alabama (hereinafter referred as the "Holder") in favor of Regions Bank, its successors and assigns.

**WITNESSETH:**

**WHEREAS**, David S. Gemmill, a **married man**, the sum of sixty four thousand \$64,000.00, which loan is evidenced by a note dated March 25, 2014, executed by Borrower in favor of Holder, and is secured by a mortgage dated January 18, 2013 covering the property described therein and recorded in Instrument Number 20130123000031250, in the public records of Shelby County, Alabama.

**WHEREAS**, Borrower has requested Regions Bank to lend it the sum of sixty four thousand \$64,000.00 such Loan to be evidenced by a promissory note in such amount executed by Borrower in favor of Lender and secured by a mortgage, deed of trust or other security instrument of even date therewith Regions Bank.

**WHEREAS**, the Lender has agreed to make the Loan to Borrower if, but only if, Regions Bank dba Regions Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Existing Mortgage on the terms set forth below and provided that the Holder will specifically and unconditionally subordinate the lien or charge of the Existing Mortgage to the lien or charge of Regions Bank on the terms set forth below.

**NOW, THEREFORE**, in consideration of one dollar in hand paid by the Borrower to Holder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Holder, Holder agrees as follows:

1. The Regions Bank and the note secured by Regions Bank and the debt evidenced by such note and all renewals and extensions thereof, or any part thereof, and all interest payable on all said debt and on any such renewals and extensions shall be and remain at all times a lien or charge on the property covered Regions Bank, prior and superior to the lien or charge to the Holder.
2. Holder acknowledges that it intentionally waives, relinquishes and subordinates the priority and superiority of the lien or charge of the Existing Mortgage in favor of the lien or charge of Regions Bank, and that it understands that, in reliance upon and in consideration of the waiver, relinquishment and subordination, specific loans and advances are being and will be made, and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into by the Lender which would not be made or entered into but for such reliance upon this waiver, relinquishment and subordination.
3. This agreement contains the entire agreement between the parties hereto as to the Existing Mortgage and the Loan secured by Regions Bank, and as to the priority thereof, and there are not

obligations are being and will be entered into which would not be made or entered unto but for said reliance upon this waiver, relinquishment and subordination; and

- (d) An endorsement has been placed upon the note secured by the Mortgage first above-mentioned that said Mortgage has by this instrument been subordinated to the lien or charge of the Mortgage in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF LAND.

IN WITNESS whereof, THE PARTY (IES) hereunto sets his hand this 14th day of APRIL 2014.

**THE ALABAMA HOUSING FINANCE AUTHORITY ("AHFA"), A PUBLIC CORPORATION AND INSTRUMENTALITY OF THE STATE OF ALABAMA, ACTING SOLELY IN ITS CAPACITY AS ADMINISTRATOR OF HARDEST HIT ALABAMA**

BY: \_\_\_\_\_

Printed Name & Title: Michael J. King, Single Family Administrator

Witness Signature: \_\_\_\_\_

Witness Name (Print): LaToya Ward

STATE OF Alabama

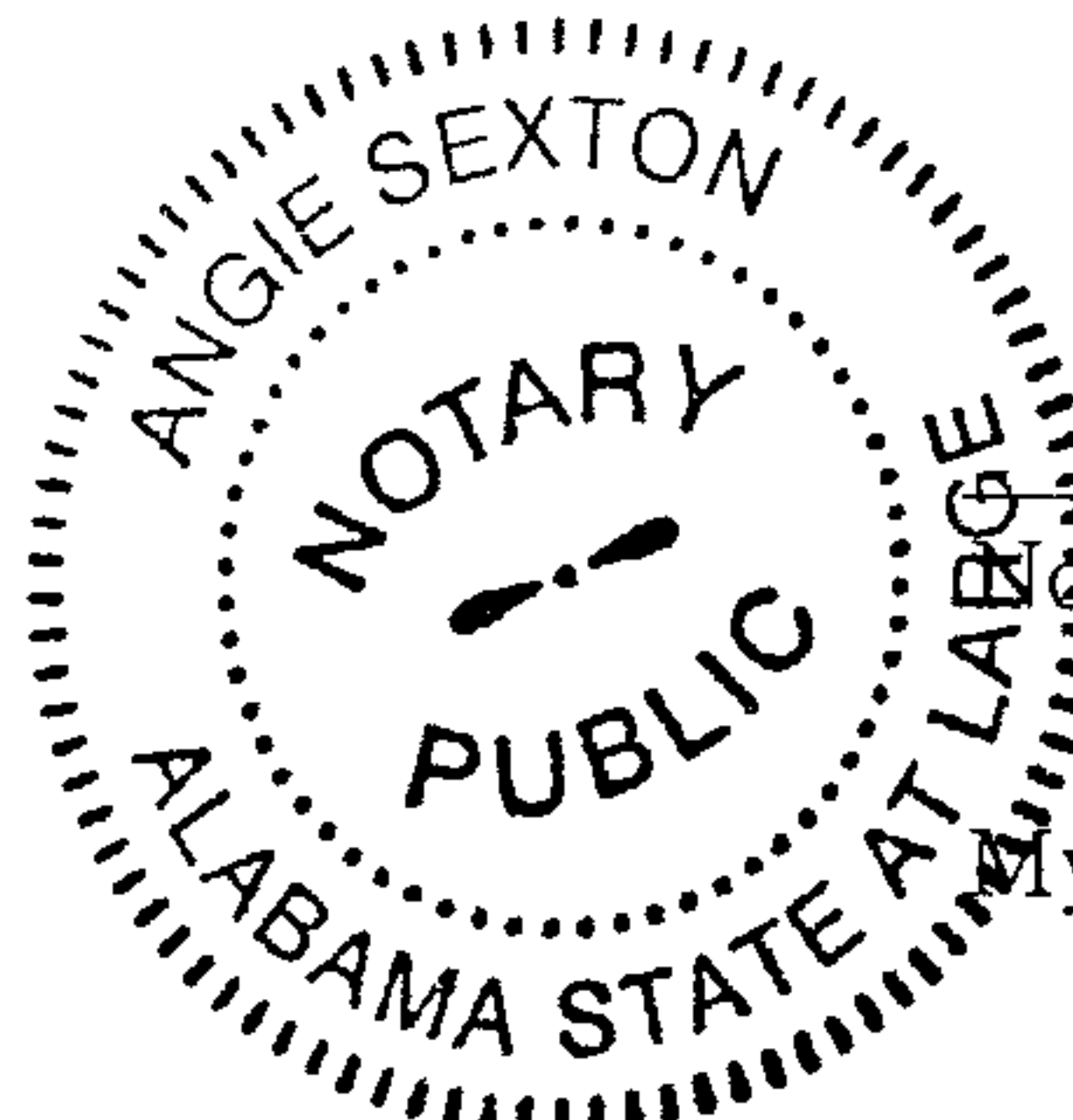
SS.

COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 14th day of April, 2014, by Michael J. King (name of officer or agent) as Single Family Administrator, (title of officer or agent) of **THE ALABAMA HOUSING FINANCE AUTHORITY ("AHFA"), A PUBLIC CORPORATION AND INSTRUMENTALITY OF THE STATE OF ALABAMA, ACTING SOLELY IN ITS CAPACITY AS ADMINISTRATOR OF HARDEST HIT ALABAMA**

a \_\_\_\_\_ (state or place of incorporation)  
corporation, on behalf of the corporation.

NOTARYSTAMP/SEAL



\_\_\_\_\_  
Notary public


My commission expires 09/18/2017

My Commission Expires: \_\_\_\_\_

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.



## Exhibit A

  
20140909000281860 3/3 \$20.00  
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THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA, TO-WIT:  
LOT 166 ACCORDING TO THE SURVEY OF CEDAR GROVE AT STERLING GATE, SECTOR 2, PHASE 3 AS RECORDED IN MAP BOOK 26, PAGE 122, SHELBY COUNTY, ALABAMA RECORDS.

THIS CONVEYANCE IS HEREBY MADE SUBJECT TO RESTRICTIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD 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 DAVID S. GEMMILL AND DEBORAH L. GEMMILL, HUSBAND AND WIFE, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM FROM LARRY KENT D/B/A LARRY KENT BUILDING CO. BY WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR DATED 5/30/2000, AND RECORDED ON 6/15/2000, DOCUMENT # 2000-19933, IN SHELBY COUNTY, AL.