



20150602000182300 1/2 \$19.00
Shelby Cnty Judge of Probate, AL
06/02/2015 09:48:05 AM FILED/CERT

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Subordination Agreement

Customer Name: Kenneth W Carbonie
Account Number: 1812 Request Id: 1505SB0022

THIS AGREEMENT is made and entered into on this 14th day of May, 2015, 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 Kenneth W Carbonie and Marilyn C Carbonie (the "Borrower", whether one or more) the sum of \$15,000.00. Such loan is evidenced by a note dated March 7, 2011, 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 3/16/2011, Instrument # 20110316000085880, amended Instrument # 20140917000291430 in the public records of SHELBY COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$136,000.00 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: Lee Sims
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 14th day of May, 2015, within my jurisdiction, the within named Lee Sims 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.

Betty Marcus
Notary Public

Betty Marcus

MY COMMISSION EXPIRES

My commission **November 3, 2018**

NOTARY MUST AFFIX SEAL

This Instrument Prepared by:

Helena Lukachi

Regions Bank

2050 Parkway Office Cir, RCN 2

Hoover, AL 35244



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LEGAL

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF SHELBY,
STATE OF ALABAMA, TO-WIT:

LOT 76, ACCORDING TO THE SURVEY OF MEADOWBROOK, SECOND SECTOR, FIRST
PHASE AS RECORDED IN MAP BOOK 7 PAGE 65 IN THE OFFICE OF THE JUDGE OF
PROBATE 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 KENNETH CARBONIE AND MARILYN C.
CARBONIE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP FROM DENNIS B. RAPP
AND WIFE, JULIE B. RAPP BY WARRANTY DEED DATED 11/03/1995, AND RECORDED ON
11/13/1995, DOCUMENT # 1995-32592, IN SHELBY COUNTY, AL.