This section for Recording use only

## **Subordination Agreement**

Customer Name: Stephen B Fulmer

Account Number: 4704 Request Id: 1509SB0100

THIS AGREEMENT is made and entered into on this 23rd day of September, 2015, by Regions Bank (Hereinafter referred to as "Regions Bank") in favor of PNC MORTGAGE, A DIVISION OF PNC BANK N.A., its successors and/or assigns (hereinafter referred to as "Lender").

## **RECITALS**

Regions Bank loaned to Stephen B Fulmer and Pamela S Fulmer (the "Borrower", whether one or more) the sum of \$55,000.00. Such loan is evidenced by a note dated February 15, 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 3/17/2008. Instrument # 20080317000107990 in the public records of JEFFERSON COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$161,000.00 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:
Its Vice President

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State of Alabama County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 23rd day of September, 2015, within my jurisdiction, the within named who acknowledged that he/she is 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.

~ a .

NationalLink
300 Corporate Center Dr.
Suite 300
Moon Township, PA 15109

Moon Township, PA 15108
NOTARY MUST AFFIX SEAL
This Instrument Prepared by:
Danielle Smith
Regions Bank
2050 Parkway Office Cir, RCN 2
Hoover, AL 35244

100017943

Notary Public

MY COMMISSION EXPIRES APRIL 10, 2018

My commission expires

# 20151023000369650 10/23/2015 09:41:33 AM SUBAGREM 2/2

Loan # : 8000649265

# **Exhibit A**

## LEGAL DESCRIPTION

The following described property:

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS:

LOT 23, ACCORDING TO THE SURVEY OF SOUTHPOINTE, FIRST SECTOR; AS RECORDED IN MAP BOOK 11. PAGE83. IN THE PROBATE OFFICE OF SHELBY, COUNTY, ALABAMA.

BEING THE SAME PROPERTY AS CONVEYED TO PAMELA S. FULMER AND STEPHEN FULMER, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP, BY FEE SIMPLE DEED FROM SUSAN J. PITTS, A SINGLE PERSON, AS SET FORTH IN INST# 2001-24654 DATED 05/29/2001, RECORDED 06/15/2001 IN SHELBY COUNTY RECORDS, STATE OF ALABAMA.

Assessor's Parcel No: 13 3 06 0 001 003.056



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
10/23/2015 09:41:33 AM
\$17.00 CHERRY

20151023000369650

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