

20160711000238990
07/11/2016 10:48:30 AM
SUBAGREM 1/2

This section for Recording use only

Subordination Agreement

Customer Name: Michael F Smith
Account Number: 3760 Request Id: 1604SB0097

THIS AGREEMENT is made and entered into on this 17th day of May, 2016, by Regions Bank (Hereinafter referred to as "Regions Bank") in favor of WELLS FARGO BANK, N.A., its successors and/or assigns (hereinafter referred to as "Lender").

RECITALS

Regions Bank loaned to Michael F Smith and Leslie K Smith (the "Borrower", whether one or more) the sum of \$50,000.00. Such loan is evidenced by a note dated November 27, 2007, 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 12/17/2007, Instrument # 20071217000566240 in the public records of JEFFERSON COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$175,500.00 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

Mark Holmes

State of Alabama
County of Shelby

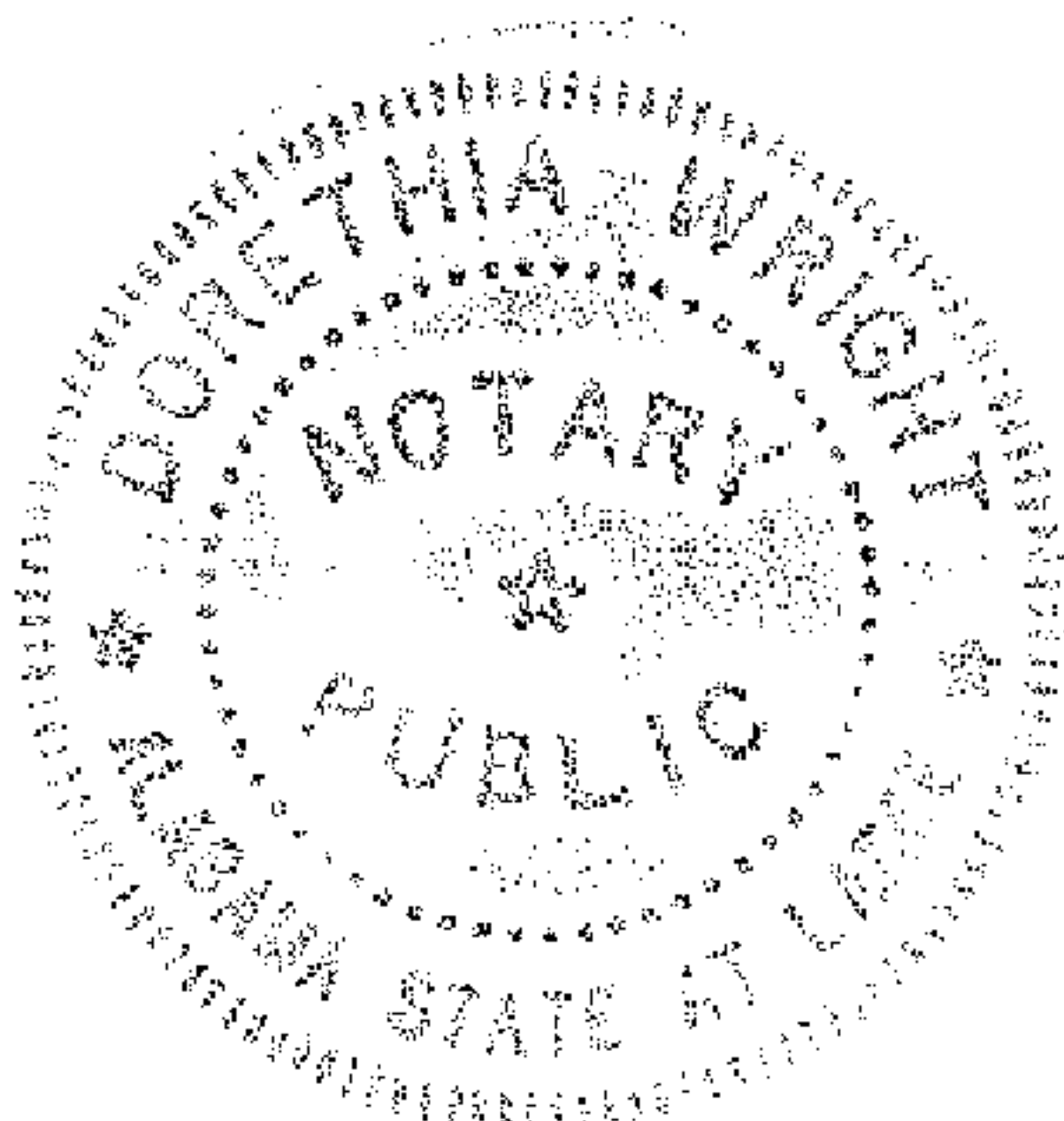
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 17th day of May, 2016, within my jurisdiction, the within named Mark Holmes who acknowledged that he/she is VP of Regions Bank, a banking corporation, and that for and on behalf of the said Regions 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.

Notary Public

MY COMMISSION EXPIRES APRIL 10, 2018

My commission expires:

NOTARY MUST AFFIX SEAL
This Instrument Prepared by:
Jacqueline Allen
Regions Bank
2050 Parkway Office Cir, RCN 2
Hoover, AL 35244



LEGAL DESCRIPTION

EXHIBIT "A"

File No.: 198110708816

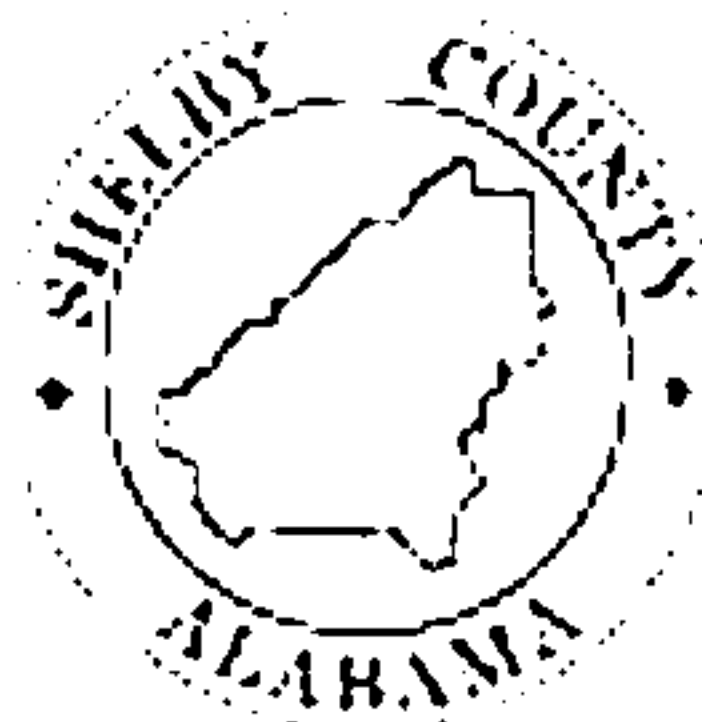
All that parcel of land in the County of Shelby, State of AL, and being more particularly described as follows:

LOT 28, ACCORDING TO THE SURVEY OF VALLEYBROOK SUBDIVISION, PHASE I, AS RECORDED IN MAP BOOK 10, PAGE 56,
IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

Property Address: 2455 Valleybrook Drive, Birmingham AL 35244

APN: 10 5 21 0 002 002.017

20160711000238990 07/11/2016 10:48:30 AM SUBAGREM 2/2



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
07/11/2016 10:48:30 AM
\$18.00 CHERRY
20160711000238990

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the printed name of the Probate Judge.