

20160818000295470  
08/18/2016 08:27:48 AM  
SUBAGREM 1/2

This section for Recording use only

### Subordination Agreement

**Customer Name: Timothy M Kocks**  
**Account Number: 1208 Request Id: 1606SB0030**

THIS AGREEMENT is made and entered into on this 6th day of June, 2016, by Regions Bank dba AmSouth Bank (Hereinafter referred to as "Regions Bank") in favor of EVERBANK, its successors and/or assigns (hereinafter referred to as "Lender").

### RECITALS

Regions Bank loaned to Timothy M Kocks and Lisa D Kocks (the "Borrower", whether one or more) the sum of \$10,000.00. Such loan is evidenced by a note dated May 10, 2006, 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 5/31/2006, Instrument # 20060531000257760 in the public records of SHELBY COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$184,000.00 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

*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 6th day of June, 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.

*Donethia Wright*

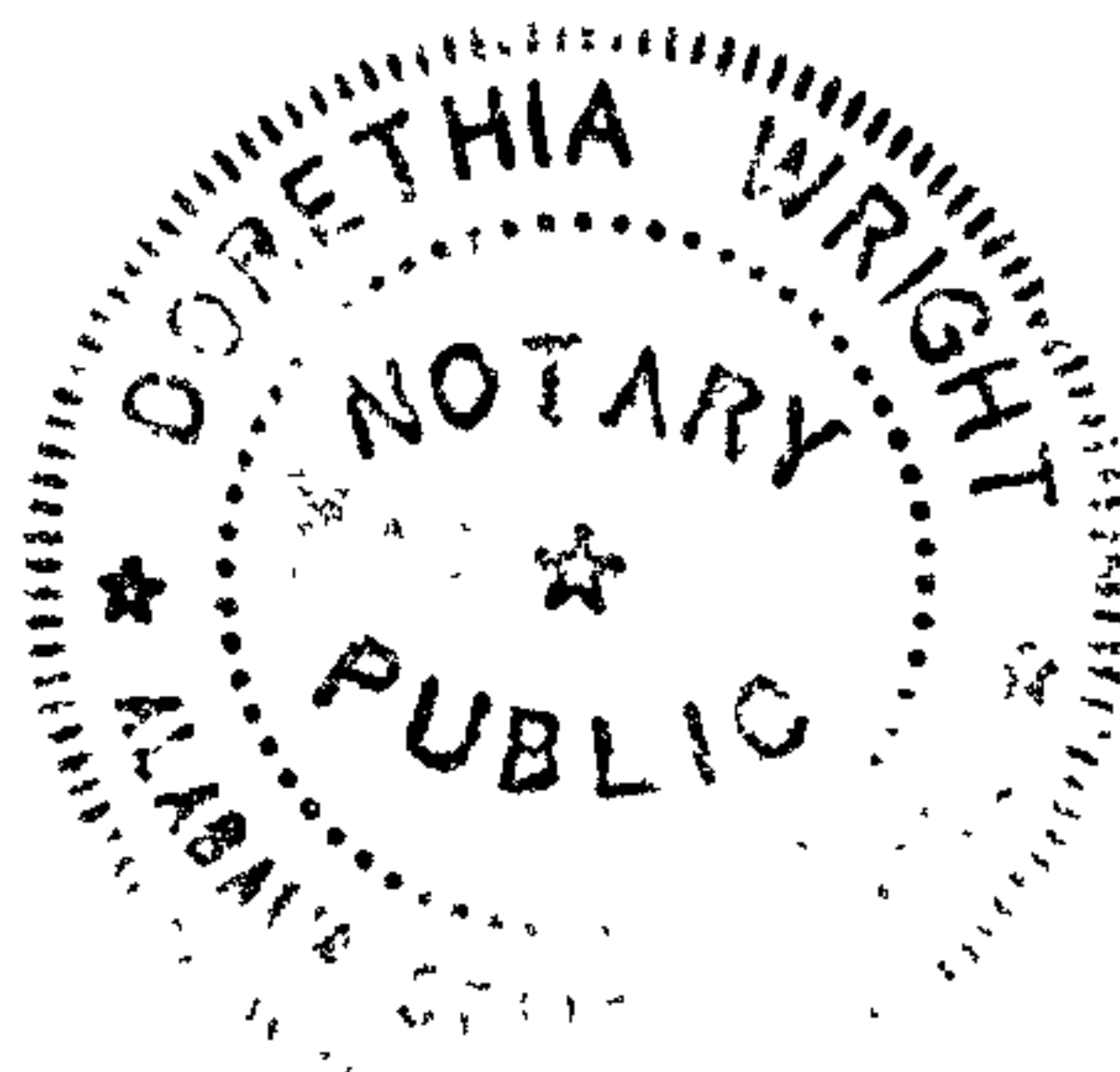
Notary Public

MY COMMISSION EXPIRES APRIL 10, 2018

My commission expires

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

20960688



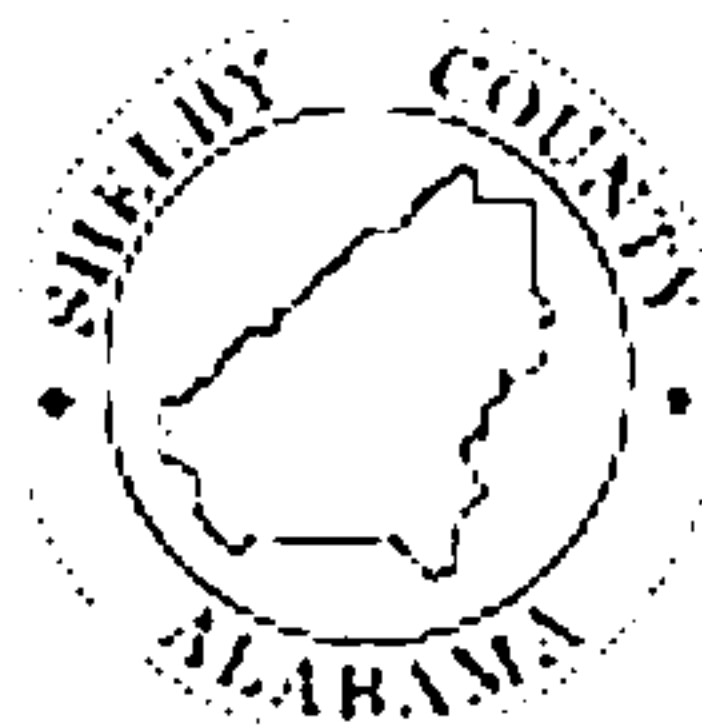
## Exhibit "A"

**20160818000295470 08/18/2016 08:27:48 AM SUBAGREM 2/2**

The following described property:

Lot 11, Block 7, according to the Survey of Lincoln Park Subdivision as recorded in Map Book 3, Page 145 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Assessor's Parcel No: 10 1 12 0 003 023.000



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
08/18/2016 08:27:48 AM  
\$18.00 CHERRY  
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A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the printed name and title of the Probate Judge.