This section for Recording use only

# **Subordination Agreement**

Customer Name: Nicholas D Lumpkin

Account Number: 0211 Request Id: 1609SB0101

THIS AGREEMENT is made and entered into on this 13th day of September, 2016, by Regions Bank (Hereinafter referred to as "Regions Bank") in favor of FREEDOM MORTGAGE CORPORATION, its successors and/or assigns (hereinafter referred to as "Lender").

### RECITALS

Regions Bank loaned to Nicholas D Lumpkin (the "Borrower", whether one or more) the sum of \$18,200.00. Such loan is evidenced by a note dated December 7, 2015, 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 12/28/2015, Instrument # 20151228000439760 in the public records of SHELBY COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$223,626.00 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.

By its acceptance of this agreement, the borrower agrees to pay the subordination Fee set out in the Regions Subordination Request Form.

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

State of Alabama County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 13th day of September, 2016, within my jurisdiction, the within named from the land of the said 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 APALLIO, 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

# 20161104000409310 11/04/2016 03:38:08 PM SUBAGREM 2/2

**Exhibit A** 

Address:

5128 Stratford Rd

Birmingham, AL 35242

# LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 20, ACCORDING TO THE MAP AND SURVEY OF MEADOW BROOK, 13TH SECTOR, AS RECORDED IN MAP BOOK 9, PAGE 34, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

TAX ID: 10 1 12 0 001 001.114

Purported Address: 5128 Stratford Rd, Birmingham AL 35242



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/04/2016 03:38:08 PM
\$18.00 CHERRY

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