

This section for Recording use only

## **Subordination Agreement**

Customer Name: Carol W Rickles

Account Number: 3488 Request Id: 1609SB0230

THIS AGREEMENT is made and entered into on this 5th day of October, 2016, 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 Carol W Rickles and Doug Rickles (the "Borrower", whether one or more) the sum of \$100,000.00. Such loan is evidenced by a note dated September 20, 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 10/8/2007, Instrument # 20071008000469800 in the public records of SHELBY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$90,200.00 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

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 5th day of October, 2016, within my jurisdiction, the within named 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

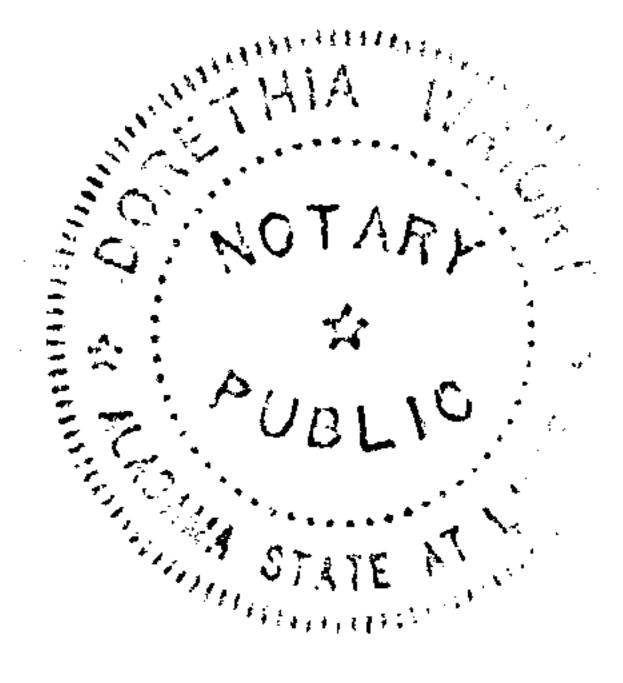
Bank so to do.

Notary Public

MY COMMISSION EXPIRES APRIL 10, 2018

My commission expires:

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



## LEGAL

THE FOLLOWING LAND LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

LOT 14, ACCORDING TO THE SURVEY OF DEARING DOWNS, AS RECORDED IN MAP BOOK 6, PAGE 136 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SITUATED IN THE TOWN OF HELENA, SHELBY COUNTY, ALABAMA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

BEING THE SAME PREMISES CONVEYED TO HUGH DOUGLAS RICKLES AND CAROL W. RICKLES, AS JOINT TENANTS WITH SURVIVORSHIP FROM CAROL W. RICKLES BY WARRANTY DEED DATED 8/15/2011, AND RECORDED ON 8/18/2011, DOCUMENT # 20110818000242900, IN SHELBY COUNTY, AL.

EFFECTIVE DATE:

9-7-2016

\*\*\*

THIS PROPERTY IS OWNED BY OR VESTED IN:

HUGH DOUGLAS RICKLES AND CAROL W. RICKLES, AS JOINT TENANTS WITH SURVIVORSHIP

**F#** 

**END OF REPORT** 

20161114000418320 2/2 \$18.00 Shelby Cnty Judge of Probate, AL 11/14/2016 12:23:14 PM FILED/CERT