

20170725000266090 1/2 \$19.00 Shelby Cnty Judge of Probate, AL 07/25/2017 10:49:23 AM FILED/CERT

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Subordination Agreement

Customer Name: Terry D Loper

Account Number: 1403 Request Id: 1612SB0154

THIS AGREEMENT is made and entered into on this 21st day of December, 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 Terry D Loper and Holly J Loper (the "Borrower", whether one or more) the sum of \$35,000.00. Such loan is evidenced by a note dated February 19, 2016, 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 3/7/2016, Instrument # 20160307000072520 in the public records of Shelby County, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$82,000.00 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

State of Alabama County of Shelby

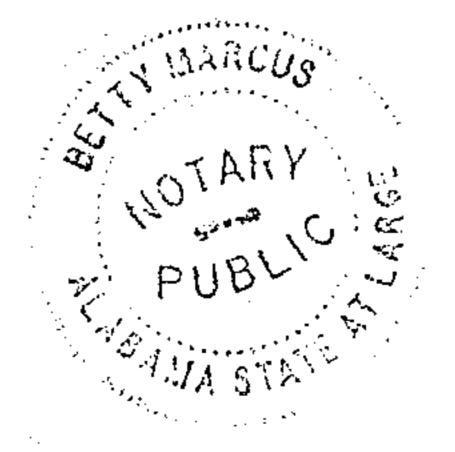
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 21st day of December, 2016, within my jurisdiction, the within named who acknowledged that he/she is of Regions Bank, a banking corporation, and that for and on behalf of the said Regions Bank, 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.

Notary Public

My commission Mission EXPIRES
MY COMMISSION EXPIRES
November 3, 2018

1 4 40

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



LEGAL

THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY OF SHELBY, STATE OF ALABAMA, TO WIT:

LOT 43, BLOCK 1, ACCORDING TO THE SURVEY OF SOUTHWIND, SECOND SECTOR, AS

RECORDED IN MAP BOOK 6, PAGE 106 A & B IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

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

BEING THE SAME PREMISES CONVEYED TO HOLLY J. LOPER AND HUSBAND, TERRY D. LOPER, SR. FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER, THEN TO THE SURVIVOR OF THEM FROM CONSTANCE A. COLE CARROLL, A MARRIED WOMAN BY CORRECTED JOINT SURVIVORSHIP DEED (ORIGINALLY FILED 07/22/1998 AT DOCUMENT # 1998-27806) DATED 7/17/1998, AND RECORDED ON 9/21/1998, DOCUMENT # 1998-36770, IN SHELBY COUNTY, AL.

EFFECTIVE DATE:

THIS PROPERTY IS OWNED BY OR VESTED IN:

12-5-2016

HOLLY J. LOPER AND HUSBAND, TERRY D. LOPER, SR. FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER, THEN TO THE SURVIVOR OF THEM

END OF REPORT

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