Landmark Settlement & Title 205-733-2600 2700 Highway 280 Ste 380E Birmingham, AL 35223

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Subordination Agreement

Customer Name: Byron Kelley

Account Number: 2353 Request 1d: 2002SB0012

THIS AGREEMENT is made and entered into on this 13th day of March, 2020, by Regions Bank (Hereinafter referred to as "Regions Bank") in favor of Regions Bank dba Regions Mortgage, its successors and/or assigns (hereinafter referred to as "Lender").

RECITALS

Regions Bank loaned to Byron Kelley and Melissa M Kelley (the "Borrower", whether one or more) the sum of \$18,000.00. Such loan is evidenced by a note dated June 7, 2018, 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 6/21/2018, Instrument # 20180621000220520, amended Instrument # 20200311000097310 in the public records of SHELBY COUNTY, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$175,000.00 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 by day and date first set forth above.

Regions Bank

By:

Lis 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 March, 2020, within my jurisdiction, the within named <u>Cyndi Wright</u> 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 MUST AFFIX SEAL. This Instrument Prepared by: Jacqueline Allen Regions Bank 201 Milan Parkway Birmingham, AL 35211 My Comm. Expires TO ROV. 2, 2022

My commission expires:



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/25/2020 11:47:53 AM
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