## 20201216000576530 12/16/2020 08:19:44 AM SUBAGREM 1/1



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/16/2020 08:19:44 AM
\$24.00 CHERRY

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## **Subordination Agreement**

Customer Name: James G McCormick,

Account Number: 7065 Request Id: 2011SBP0142

THIS AGREEMENT is made and entered into on this 4th day of December, 2020, by Regions Bank (Hereinafter referred to as "Regions Bank") in favor of Hometown Lenders Inc, its successors and/or assigns (hereinafter referred to as "Lender").

## **RECITALS**

Regions Bank loaned to James G McCormick AKA James McCormick and Donna McCormick (the "Borrower", whether one or more) the sum of \$30,000.00 . Such loan is evidenced by a note dated 10/29/2014, 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 11/14/2014, Instrument # 20141114000360380 in the public records of Shelby County, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$85,000.00 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.

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.

State of Alabama County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 4th day of December, 2020, within my jurisdiction, the within named who 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: Tracey Whisenhunt Regions Bank 201 Milan Parkway Birmingham, AL 35211

