This section for Recording use only

## **Subordination Agreement**

Customer Name: Flora L Giles,

Account Number: 8002 Request Id: 2104SBP0072

THIS AGREEMENT is made and entered into on this 13th day of May, 2021, by Regions Bank (Hereinafter referred to as "Regions Bank") in favor of Wells Fargo Bank, N.A., its successors and/or assigns (hereinafter referred to as "Lender").

## RECITALS

Regions Bank loaned to Flora L Giles aka Flora Giles and Sherman I Giles (the "Borrower", whether one or more) the sum of \$31,500.00. Such loan is evidenced by a note dated 10/19/2017, 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 11/7/2017, Instrument # 20171107000403970 in the public records of Shelby County, AL (the "Regions Mortgage"). Borrower has requested that lender lend to it the sum of \$267,400.00 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.

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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 Assistant Vice President

State of Mississippi County of Lamar

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this Moll within my jurisdiction, the within named Denise Mclaum'n AVP 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

Notary Public

My commission expires

having been duly authorized by Regions Bank so to do.

NOTARY MUST AFFIX SEAL This Instrument Prepared by: Allison Strickland Regions Bank 5214 Lincoln Road Extension Hattiesburg, MS 39402

## Exhibit A Legal Description

Lot 6, according to the Final Plat of Residential Subdivision of Southpointe Ridge, as recorded in Map Book 39, Page 7, in the Probate Office of Shelby County, Alabama.

Being the same property as conveyed from NSH Corp., an Alabama corporation, to Sherman I. Giles and Flora Giles, for and during their joint lives and upon the death of either of them, then to the survivor of them, as set forth in Deed Instrument #20120110000013330, dated 1/6/2012, recorded 1/10/2012, Jefferson County, Alabama.

Parcel ID: 13 3 07 1 002 040.000



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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