

20100506000141080 1/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
05/06/2010 09:14:59 AM FILED/CERT

**RECORDING REQUESTED BY :**  
WHEN RECORDED RETURN TO :  
Custom Recording Solutions  
2550 North Redhill Ave.  
Santa Ana, CA 92705  
800-756-3524 Ext. 5011

**SUBORDINATION AGREEMENT**

New Loan #: 0205795099

AL-8884114 194

This Subordination Agreement is dated for reference 03/09/2010 and is between

COMPASS BANK whose  
principal address is 401 WEST VALLEY AVE, BIRMINGHAM, AL 35209  
(called "Junior Lender") and

New Senior Lender's

Name : WELLS FARGO BANK N.A.

[ Please record concurrently with ]  
Mortgage

Senior Lender's

Address : 3 STEP CENTRALIZED FULFILLMENT 1525 W WT HARRIS BLVD. BLDG: 1A2 ,  
MAC: D1108-02F, CHARLOTTE, NC 28262

(called "New Senior Lender")

**RECITALS**

A. Junior Lender is the vested holder and owner of the following described promissory note  
(the "Note") secured by a mortgage or deed of trust (the "Security Instrument"):

Date of Note and Security Instrument : 2/3/2005

Borrower(s) Name(s) ("Borrowers") : Susan Atkinson and Charles Atkinson

Property Address: 116 SPRING PLACE, ALABASTER, AL 35007

Legal Description of real property secured by Security Instrument ("Property") :

**See Exhibit A (Attached)**

Recording Date : 2/25/2005 County : SHELBY Amount : \$31,700.00

Recording Number : 20050225000091810 Book : Page :

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage  
loan on the Property with a new first priority mortgage loan secured by the Property from New Senior

Lender in the original principal sum of \$135,229.00 \*

Date: 4-30-2010

\* Not to exceed  
(the "New Senior Security Instrument").

New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest in the Property to the new interest of New Senior Lender.

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

**1. Subordination to New Senior Security Instrument**

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Mortgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions of the New Senior Security Instrument and the terms of the obligations it secures.

**2. No Subordination to Other Matters.**

Junior Lender is subordinating its lien/security interest to the New Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

**3. No Waiver of Notice.**

By subordinating its lien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lienholders and mortgagees.

**4. Successors and Assigns.**

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

**5. Governing Law.**

This Agreement shall be governed by the law of the State where the Property is located.

**6. Reliance.**

This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

**7. Entire Agreement; Amendments.**

This Agreement represents the entire and complete agreement between Junior Lender and Senior Lender. Any waiver, modification or novation of this Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

**8. Acceptance.**

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.



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JUNIOR LENDER: COMPASS BANK

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BY: Lina Williams

NAME: Lina Williams

TITLE: VP

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STATE OF ALABAMA

COUNTY OF JEFFERSON

On MARCH 15, 2010 before

Me, BRENDA JOAN GOEB

Personally Appeared DINA WILLIAMS

Personally known to me (or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Brenda Joan Goeb

Signature of Notary Public

COMMISSION exp JUN 2, 2013

Brenda Joan Goeb



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Order ID: 8384794

Loan No.: 0281965293

EXHIBIT A  
LEGAL DESCRIPTION

The following described property:

Lot 24, according to the Survey of Spring Gate, Sector One, Phase Two, as recorded in Map Book 18, Page 148, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel Number: 13 7 26 1 002 024.000