

## SUBORDINATION AGREEMENT

MIN. NO.: 100021278925121712 LOAN NO. 7892512171

This Agreement is made and entered into **October 14, 2011**, between Mortgage Electronic Registration Systems, Inc., "MERS" and **U.S. Bank N.A., (Party of the second part),** WITNESSETH:

WHEREAS, U.S. Bank now holds the following mortgage loan and bond or note secured by the mortgage deed or deed of trust dated **April 18, 2005** and recorded **July 25, 2005** made by **Lloyd Kirk Allen and Daphne Snow Allen to Mortgage Electronic Registration Systems, Inc., "MERS" as nominee for HMSV-USB Lending, LLC d.b.a. Mortgagesouth N/A**, recorded as **Instrument No. 20050725000369410**, in the public records of **Shelby County** covering the premises described in the legal description attached hereto or a part thereof, and

WHEREAS, the present owner of the premises described in the attached legal description is about to execute and deliver to **U.S. Bank N.A.** a Mortgage/Loan Modification Agreement in the principal sum of **\$177,000.00** dollars and interest, covering premises located at **5161 Meadowbrook Rd., Birmingham, AL 35242** and more fully described as follows:

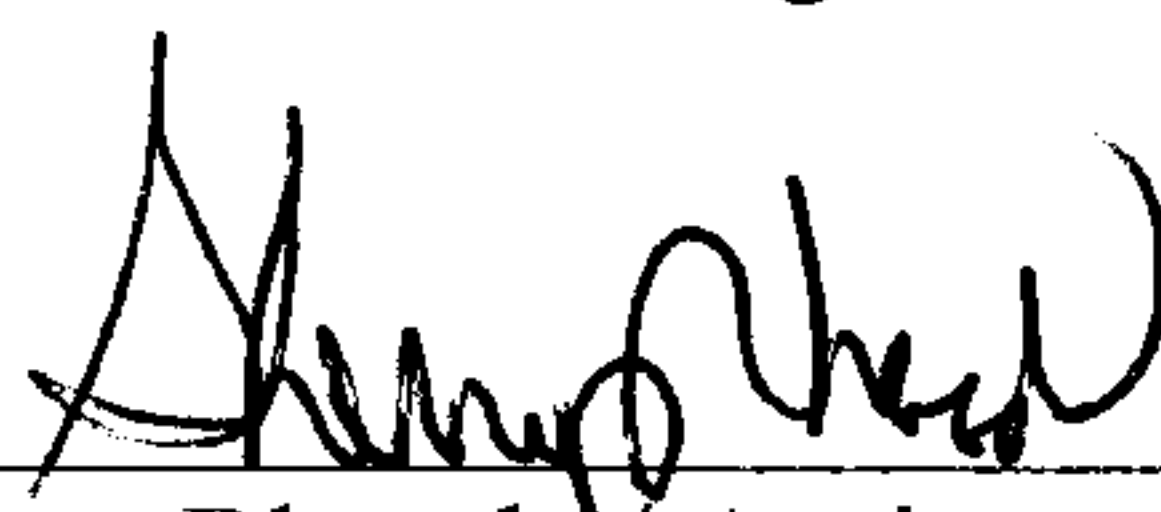
**See attached legal description.**

WHEREAS, said **U.S. Bank N.A.** has refused to accept said Mortgage/Loan Modification Agreement unless said mortgage held by U.S. Bank be subordinated as agreed below,

NOW THEREFORE, in consideration of mutual promises set forth herein, and other good and valuable consideration, to induce **U.S. Bank N.A.** to accept said Mortgage/Loan Modification Agreement, U.S. Bank hereby agrees that said mortgage held by said U.S. Bank shall be and shall continue to be subject and subordinate in lien to the lien of said Mortgage/Loan Modification Agreement in the original loan amount of **\$177,000.00** dollars and interest about to be delivered to **U.S. Bank N.A.** and to any extensions, renewals and modifications thereof.


This agreement may not be changed or terminated orally. This agreement shall bind U.S. Bank and **U.S. Bank N.A.**, their respective heirs, personal representatives, successors and assigns.

Mortgage Electronic Registration Systems, Inc., "MERS"

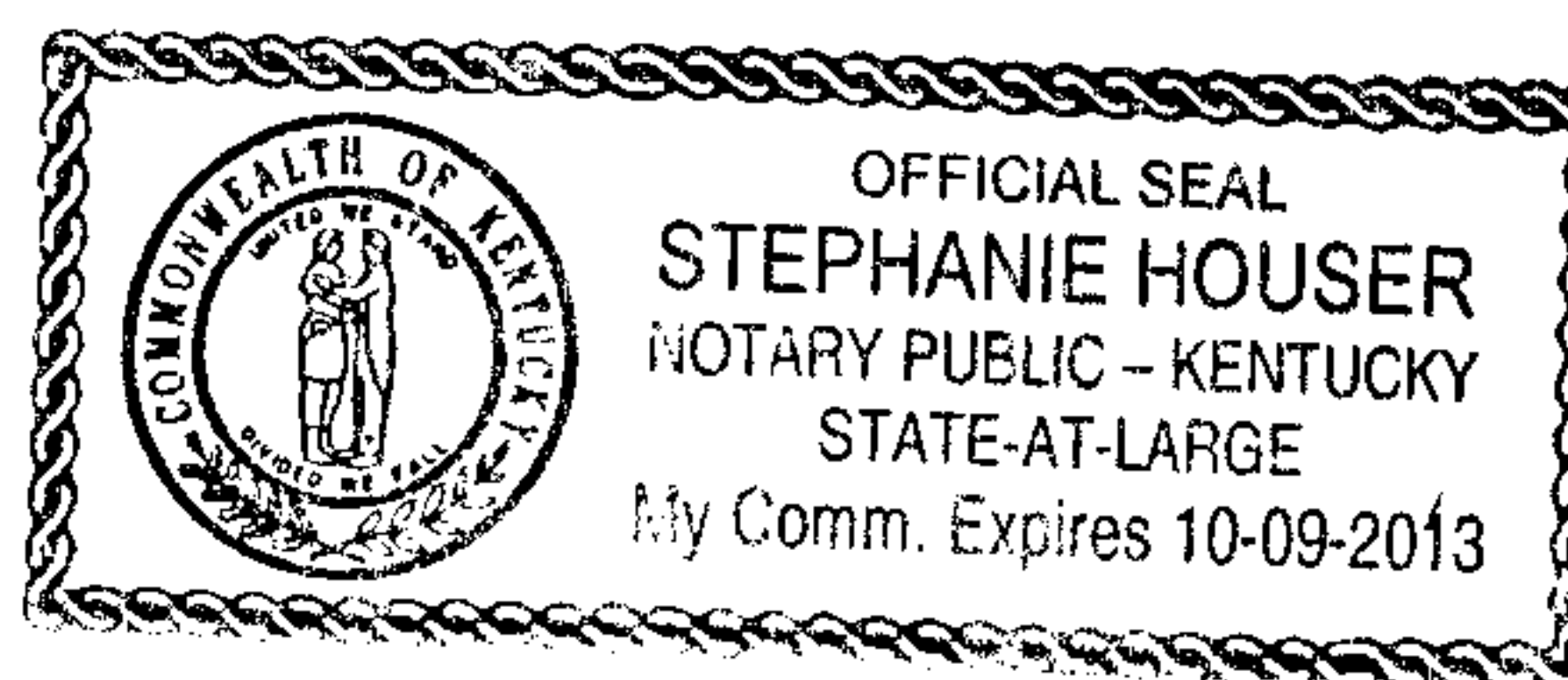
By   
Sherry Rhoads Assistant Secretary


STATE OF: **KENTUCKY**  
COUNTY OF: **DAVIESS**

On the 14<sup>th</sup> day of **October, 2011**, before me personally came **Sherry Rhoads**, to me known, who, being duly sworn, state that she is the **Assistant Secretary** of "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS and that said **Sherry Rhoads**, duly executed the foregoing document, acknowledging the same to be the act and deed of Mortgage Electronic Registration Systems, Inc., "MERS"

  
Notary Public: Stephanie Houser  
Notary ID 406488  
My commission expires: 10-9-2013  
State at Large, Kentucky

*Prepared by and:*  
After Recording Please Return to:  
U.S. Bank National Association  
4801 Frederica St.  
Owensboro, Kentucky 42301  
Attn: Assumption Dept.  
Serena Brown or Eileen Walker



  
20111104000333410 3/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
11/04/2011 03:30:37 PM FILED/CERT

Order No.: **12668702**  
Loan No.: 2300064989

## **Exhibit A**

The following described property:

Lot 58, according to the Survey of Meadowbrook, Sixth Sector, as recorded in Map Book 8, Page 44, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel No: 101120001001052