

When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

AFTER RECORDING PLEASE RETURN TO:
Michael McVay
445 Ramsgate Drive
Maylene, Alabama 35114

20111205000366030 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
12/05/2011 01:07:58 PM FILED/CERT

Document Prepared By:
Dennis I Hays, Attorney at Law
PO Box 36025
Birmingham, AL 35236

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56040257-1113800

SUBORDINATION AGREEMENT

Rac (2)

Borrower: Michael McVay and Shana McVay, husband and wife

Property Address: 445 Ramsgate Drive, Maylene, Alabama 35114

This Subordination Agreement dated 11/8/11 is between COMPASS BANK, (Junior Lender),

And JP Morgan Chase Bank, NA (New Senior Lender).

RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$ 25,000.00 dated September 15, 2008 and recorded in book NA, page NA, as Instrument Number 20080916000367170 on September 16, 2008 (date), in Shelby (County), Alabama (State).

Borrowers are current owners of the Property, and wish to replace their current first position mortgage loan on the Property with a new first position mortgage loan secured by the Property from New Senior Lender in the new principal sum of \$ 170,119.00. Dated: 11/18/11. This will be the New Senior Security Instrument.
x Not to exceed, will be recorded concurrently herewith.

Senior Security Instrument.

1. Subordination of Junior Lender's Interest.

Junior Lender agrees that its security interest and all of Junior Lender's rights thereunder shall at all times be inferior and subordinate to the Senior Lender's new security instrument and Senior Lender's rights in the Property, including any extensions, renewals, or modifications up to a maximum amount of \$170,119.00, plus interest. Junior Lender consents without possibility of revocation, and accepts all provisions, terms and conditions of the New Senior Lender's Security Instrument.

2. No Subordination to Additional Matters

Junior Lender is subordinating its lien/security interest to the Senior Lender's 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

Upon the execution of the subordination of Junior lender's security instrument to the new Senior Lender, the Junior lender waives no rights it may have, if any, under the laws of the State in which the Property is located, or any Federal rights to which the Junior lender may be entitled.

4. Assignment

This agreement shall be binding upon and inure to the benefit of the Junior Lender and Senior Lender, and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

5. Governing (Applicable) law

This agreement shall be governed by the laws of the State in which the Property is located.

6. Reliance

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



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7. Notice

Any notice or other communication to be provided under this agreement shall be in writing and sent to the parties at the address described in this Agreement. or such other address as the parties may designate in writing from time to time.

8. Entire Agreement (Integration)

This Agreement and any related documents represent the complete and integrated understanding between Junior Lender and New Senior Lender pertaining to the terms and conditions of this Agreement. Any waiver, modification, or novation of this agreement must be in writing, executed by New Senior Lender. (or its successors or assigns). or Junior Lender. (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.

9. Waiver of Jury Trial

Junior Lender and the New Senior Lender hereby waive any right to trial by Jury in any action arising out of, or based upon this Agreement.

10. Acceptance

New Senior Lender and Junior Lender acknowledge that they have read, understand, and agree to the terms and conditions of this Agreement. This Agreement must be recorded within 90 days of the date of the Agreement or the Agreement will be null and void.

Junior Lender: Christie Johnson

Title: ARP of Compass Bank

New Senior Lender: _____

Title: _____ of JP Morgan Chase Bank, NA

State of Alabama

County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Christie Johnson as Assistant Vice President of Compass Bank, whose name(s) is/are signed to the foregoing instrument. and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

2011 Given under my hand and official seal this 8th day of November

(Seal)

Notary Public
My commission expires

Nkechi Logan

**MY COMMISSION EXPIRES
APRIL 29, 2015**

State of _____

County of _____

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____ as _____ of JP Morgan Chase Bank, NA, whose name(s) is/are signed to the foregoing instrument. and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

20____ Given under my hand and official seal this _____ day of _____

Notary Public: _____
My commission expires: _____

(Seal)

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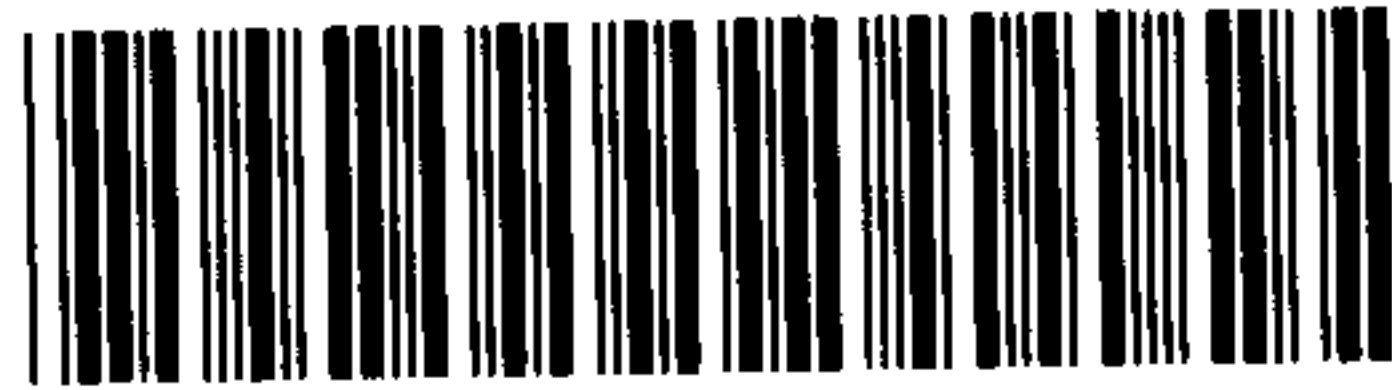
EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 23 2 03 2 005 060.000

Land Situated in the County of Shelby in the State of AL

Lot 384, according to the Survey of Cedar Grove at Sterling Gate Sector 2 Phase 12B, as recorded in Map Book 39, Page 92, in the Probate Office of Shelby County, Alabama.

Commonly known as: 445 Ramsgate Drive , Maylene, AL 35114



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