

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

SUBORDINATION AGREEMENT

17465592/Rec. 2nd

Borrower: **TERESA LYNN HANVEY**

Property Address: **131 KINGSLEY CT ALABASTER, AL 35007**

This Subordination Agreement dated 12/9/11, is between COMPASS BANK, (Junior Lender), and **CITIBANK** (New Senior Lender).

RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of **\$75,000.00** dated **05/19/2003**, and recorded in book page , as instrument number 20030903000583530 on 09/03/2003, 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 204,225.00 Dated : 12/21/11. This will be the New 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 \$204,225.00, 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.

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: VP of Compass Bank

New Senior Lender: _____

Title: (see attached)

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 VP 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.

Given under my hand and official seal this 9th day of December, 2011.

(Seal)

Mary B Bryant
Notary Public
My commission expires: 2/11/2014

State of _____

County of _____

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, as _____ (title) of _____ (institution) 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.

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

(Seal)

(see attached)

Notary Public

My commission expires: _____



20120106000007340 3/4 \$21.00
Shelby Cnty Judge of Probate, AL
01/06/2012 12:10:51 PM FILED/CERT

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 (see attached)
Title: AVP of Compass Bank

New Senior Lender: [Signature]
Title: AVP

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 AVP 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.

Given under my hand and official seal this 9th day of December, 2011.

(Seal)

Mary B Boyette
Notary Public
My commission expires: 2/11/2014

(see attached)

State of Michigan

County of Washtenaw

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James Hoshield Jr, as AVP (title) of Citi Bank, NA (institution) 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.

Given under my hand and official seal this 13 day of December, 2011.

(Seal)

Deborah A. Berling
Notary Public
My commission expires: _____


 **DEBORAH A. BERLING**
Notary Public, State of Michigan
County of Jackson
My Commission Expires Mar. 3, 2013
Acting County of Washtenaw

EXHIBIT "A"

20120106000007340 4/4 \$21.00
Shelby Cnty Judge of Probate, AL
01/06/2012 12:10:51 PM FILED/CERT

SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA:

LOT 50, BLOCK 2, ACCORDING TO THE SURVEY OF NORWICK FOREST THIRD SECTOR
SECOND PHASE, AS RECORDED IN MAP BOOK 23, PAGE 121, IN THE PROBATE
OFFICE OF SHELBY COUNTY ALABAMA.

TAX ID NO: 13 8 34 3 002 029.026 (PARCEL 1) (COVERS IMPROVEMENTS) AND 13
8 34 3 002 029.027 (PARCEL 2) (COVERS LAND ONLY)

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED:

GRANTOR: WILLIAM H. HENRY AND SADIE M. HENRY, HUSBAND AND WIFE
GRANTEE: TERESA HANVEY, AN UNMARRIED PERSON
DATED: 05/19/2003
RECORDED: 09/03/2003
DOC#/BOOK-PAGE: 20030903000584190

ADDRESS: 131 KINGSLEY CT, ALABASTER, AL 35007

END OF SCHEDULE A



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