

AFTER RECORDING  
PLEASE RETURN TO:  
TASHA CANADY  
401 WEST VALLEY AVE  
BIRMINGHAM, AL 35209

NationalLink  
300 Corporate Center Dr.  
Suite 300  
Moon Township, PA 15108

367834 3/2

20130417000156380 1/3 \$19.00  
Shelby Cnty Judge of Probate, AL  
04/17/2013 11:31:14 AM FILED/CERT

#### SUBORDINATION AGREEMENT

Borrower: GARY L. Moon And Kathleen M. Moon  
Property Address: 249 Indian Forest Trail, Pelham, AL 35124  
This Subordination Agreement dated 2/9/2013, is between COMPASS BANK, (Junior Lender),  
And PNC Mortgage, A Division, (New Senior Lender).  
OF PNC BANK, NA

#### RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$ 71,000.00, with accompanying mortgage/deed of trust/security deed

Dated 4/5/2005, and recorded in book \_\_\_\_\_, page \_\_\_\_\_, as  
instrument Number 20050502000208630 on 5/2/2005 (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 \$ 156,275.00

Dated: 4/10/13. 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 there under 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 \$ 156,275.00, 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 Graves

Title: AVP of Compass Bank

New Senior Lender: \_\_\_\_\_

Title: \_\_\_\_\_



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State of Alabama

County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CHRISTIE GRAVES, 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.

Given under my hand and official seal this 16 day of MARCH, 2013.

(Seal)

[Signature]  
Notary Public

My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar 8, 2014  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



**Exhibit "A"**  
**Legal Description**

All that certain parcel of land situated in the County of Shelby, State of Alabama, being known and designated as Lot 21, Block 3 according to the survey of Indian Forest Estates Second Sector as recorded in Map Book 6, Page 11, in the Probate Office of Shelby County, Alabama.

Being the same property as conveyed from Kenneth W. Carpenter and Jessica H. Carpenter, husband and wife to Gary L. Moon and Kathleen M. Moon, husband and wife, with right of survivorship, as described in Inst# 1993-26750, Dated 08/27/1993, Recorded 09/02/1993 in SHELBY County Records.

Tax/Parcel ID: 10-5-15-0-002-068.000

