WHEN RECORDED MAIL TO.

Drepares By: Cinay Joiner

Aliant Bank a division of USAMERIBANK

Attn: Amanda Bivins 1100 Corporate Parkway

Birmingham, AL 35242

Loan #61004523

57775086-2069550

When Recorded Return To. Indecomm Global Services 2925 Country Drive St. Paul, MN 55117 784 188-1

Shelby Cnty Judge of Probate, AL 06/26/2013 12:36:32 PM FILED/CERT

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this 10th day of May, 2013, by and between Aliant Bank a division of USAmeriBank, a corporation, with a place of business at 1100 Corporate Parkway, Birmingham, AL 35242 ("Subordinating Lender") and JP Morgan Chase Bank, N. A., a corporation with a place of business at 1111 Polaris Parkway, Floor 4 J, Columbus, OH 43240 ("Lender").

WHEREAS, William O. Meeks and Harriet S. Meek ("Borrower") executed and delivered to Subordinating Lender a mortgage in the sum of Fifty Thousand Dollars (\$50,000.00), dated March 13, 2008 and recorded March 25, 2008 as RLPY 20080325000119630 Pgs 1-4 in the records of Shelby County, Alabama, which mortgage is a lien on the following described property:

LOT 35, ACCORDING TO THE AMENDED MAP OF THE MEADOWS, PLAT I, AS RECORDED IN MAP BOOK 19, PAGE 10, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

WHEREAS, the Borrower executed and delivered to Lender a mortgage not to exceed the sum of Sixty-One Thousand Three Hundred Twenty-One Dollars (\$61,321.00), dated May 10, 2013, which mortgage is intended to be recorded herewith in the records of Shelby County;

WHEREAS, Lender has required as a condition of its loan to Borrower that the lien of the mortgage executed by the Borrower to the Subordinating Lender be subordinated to the lien of the mortgage executed by Borrower to Lender to which Subordinating Lender has agreed on the conditions provided herein,

NOW THEREFORE, intending to be legally bound hereby, the undersigned agree as follows:

- That the lien of mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated to the lien of the mortgage executed by the Borrower to Lender provided, however, that the lien of the mortgage to Subordinating Lender shall be subordinated to the lien of the mortgage to Lender only to the extent that the lien of the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.
- 2. That the mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated both in lien and payment to the mortgage executed by the Borrower to Lender to the extent that the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.
- 3. That to the extent the mortgage of Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property, the lien of the mortgage executed by Borrower to Lender shall not be affected or impaired by a judicial sale under a judgment recovered under the mortgage made by the said Borrower to Subordinating Lender but any such sale shall be subject to the lien of the said mortgage executed by the Borrower to Lender as well as any judgment obtained upon the bond or note secured thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of the date first above written.

> Aliant Bank, a division of USAMERIBANK

> > Cindy Joiner
> > Vice President

STATE OF ALABAMA

COUNTY OF SHELBY

On this the 10th day of May, 2013, before me, the undersigned officer of the state and county mentioned, personally appeared Cindy Joiner, with whom I am personally acquainted (proven to me on the basis of satisfactory evidence), and who further acknowledged that he is the Vice President of the maker or constituent of the maker and is authorized by the maker or its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE

My commission expires: MY COMMISSION EXPIRES: Nov 21, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITTERS

20130626000261590 2/3 \$18.00 Shelby Cnty Judge of Probate, AL 06/26/2013 12:36:32 PM FILED/CERT

EXHIBIT - Legal Description

Order Number: 57775086

Property Tax ID: 235150003035.000

Land in the city/township/village of ALABASTER and the County of Shelby, State of AL, more particularly described as:

LOT 35, ACCORDING TO THE AMENDED MAP OF THE MEADOWS, PLAT I, AS RECORDED IN MAP BOOK 19 PAGE 10.

Commonly described as: 122 JASMINE DR, ALABASTER AL 35007

20130626000261590 3/3 \$18.00 Shelby Cnty Judge of Probate, AL 06/26/2013 12:36:32 PM FILED/CERT

. 004018811

1371 6/21/2013 78818488/2