

When Recorded Return To:

Indecomm Global Services  
2925 Country Drive  
St Paul, MN 55117

785L1222-2

After Recording/Return to:  
TITLE SOURCE  
Attn: RECORDING TEAM  
662 WOODWARD AVENUE  
DETROIT, MI 48226  
File No. 58054761

This document prepared by:  
FRANK P. DEC, ESQ.  
8940 MAIN STREET  
CLARENCE, NY 14031  
866-333-3081



20130711000283420 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
07/11/2013 01:27:40 PM FILED/CERT

Tax ID No.: 10 2 03 0 006 036.000

---

58054761-2107023  
SUBORDINATION AGREEMENT

Borrower: **CYNTHIA L. TULLY**  
Property Address: 3744 CROSSINGS CREST, BIRMINGHAM, AL 35242

This Subordination Agreement dated 6/26/13, is between COMPASS BANK, (Junior Lender),  
And JPMORGAN CHASE BANK, N.A., (New Senior Lender).

**RECITALS**

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$35,000.00, Dated 07/17/2008, and recorded in INSTRUMENT NUMBER: 20080815000328240 on 08/15/2008, in SHELBY, ALABAMA.

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 \$76,259.00 Dated: 6/26/13. 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 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 \$76,259.00, 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.

Agreed to on this date: 6-14-13

Junior Lender:  
Christie Graves  
Title: VP of Compass Bank

New Senior Lender:

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

STATE OF ALABAMA  
COUNTY OF JEFFERSON

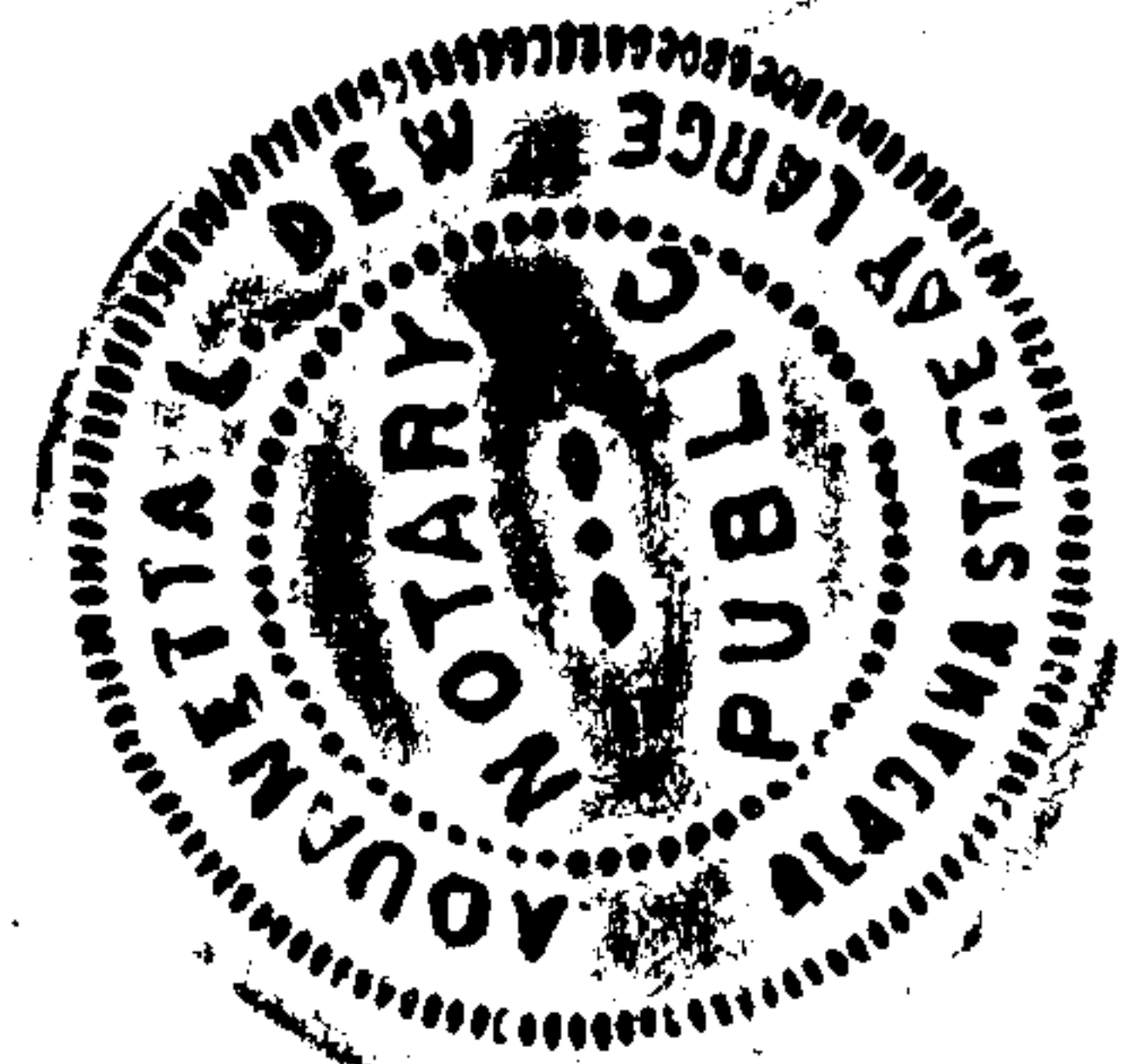
I, the undersigned, a Notary Public in and for said county and state, hereby certify that CHRISTIE GRAVES the authorized representative of COMPASS BANK A CORPORATE ENTITY, whose name(s) is/are signed to the foregoing conveyance, who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 14 day of JUNE, 2013.

Guarrett L. Den  
NOTARY PUBLIC

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_



I, the undersigned, a Notary Public in and for said county and state, hereby certify that \_\_\_\_\_ the authorized representative of \_\_\_\_\_ A \_\_\_\_\_ ENTITY, whose name(s) is/are signed to the foregoing conveyance, who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

NOTARY PUBLIC  
My commission expires: \_\_\_\_\_



20130711000283420 2/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
07/11/2013 01:27:40 PM FILED/CERT



## EXHIBIT - Legal Description

Order Number: 58054761

Property Tax ID: 10 2 03 0 006 036.000

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

LOT 186, ACCORDING TO THE SURVEY OF PHASE ONE CALDWELL CROSSINGS, 2ND SECTOR, AS RECORDED IN MAP BOOK 30, PAGE 116, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Commonly described as: 3744 CROSSING CREST, BIRMINGHAM AL 35242



\*U04063672\*

1371 7/8/2013 78854222/2



20130711000283420 3/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
07/11/2013 01:27:40 PM FILED/CERT