


After Recording Return to:  
~~TITLE SOURCE~~  
Attn: ~~RECORDING TEAM~~  
~~662 WOODWARD AVENUE~~  
~~DETROIT, MI 48226~~  
~~File No. 58082080~~

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

Tax ID No.: 11 7 35 0 001 012.005

*Rec 2nd*

*78985281-02*

  
20130828000351360 1/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
08/28/2013 11:55:48 AM FILED/CERT

*58082080-2188756*

## SUBORDINATION AGREEMENT

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

Borrower: **JACK E. SHEA AND COURTNEY M. SHEA**, *husband and wife*  
Property Address: 1117 WEST RIVERCHASE PARK WAY, BIRMINGHAM, AL 35244

This Subordination Agreement dated 8-2-13, 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 \$37,000.00, Dated 10/05/2005, and recorded in INSTRUMENT NUMBER 20051026000556560 on 10/26/2005, 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 \$167,550.00 Dated: 8-2-13. 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 \$167,550.00, 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.

  
20130828000351360 2/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
08/28/2013 11:55:48 AM FILED/CERT

Agreed to on this date: 7-11-13

Junior Lender:

Sharon Kiser  
Title: Officer of Compass Bank

New Senior Lender:

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



20130828000351360 3/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
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STATE OF ALABAMA  
COUNTY OF JEFFERSON

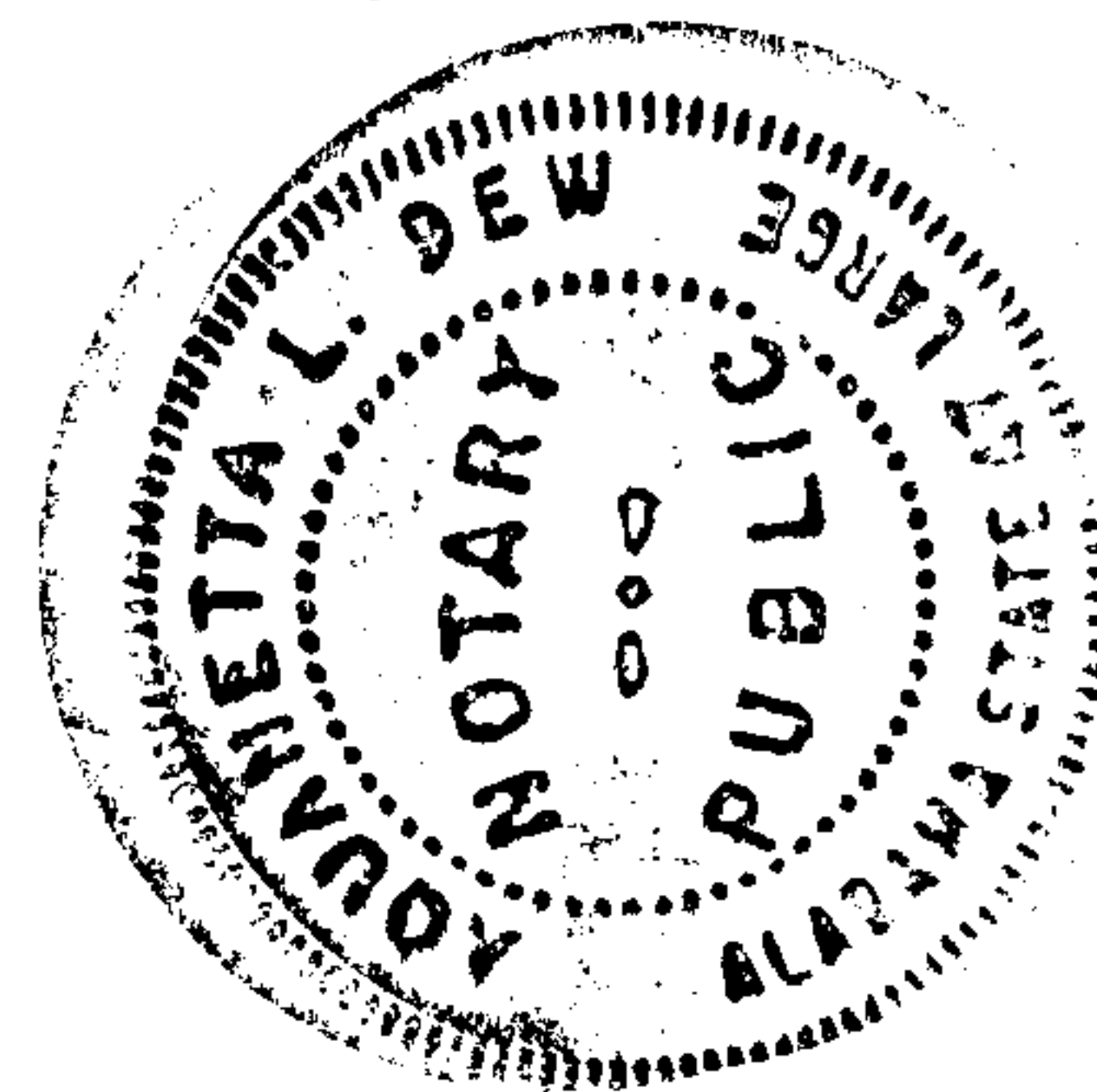
I, the undersigned, a Notary Public in and for said county and state, hereby certify that  
SHARON KISER the authorized representative of COMPASS BANK A  
CORPORATE ENTITY, whose name(s) is/are signed to the foregoing conveyance, who is  
known to me, acknowledged before me on this day that being informed 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 11 day of JULY, 2013.

[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 \_\_\_\_\_

See page 4

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: \_\_\_\_\_



Agreed to on this date: 7-11-13

Junior Lender:

Sharon Kysel  
Title: Officer of Compass Bank

New Senior Lender:

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Title: AVT of JVMarym House LLC



20130828000351360 4/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
08/28/2013 11:55:48 AM FILED/CERT

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said county and state, hereby certify that SHARON KYSEL 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 11 day of JULY, 2013.

[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 Ohio  
COUNTY OF Crawford

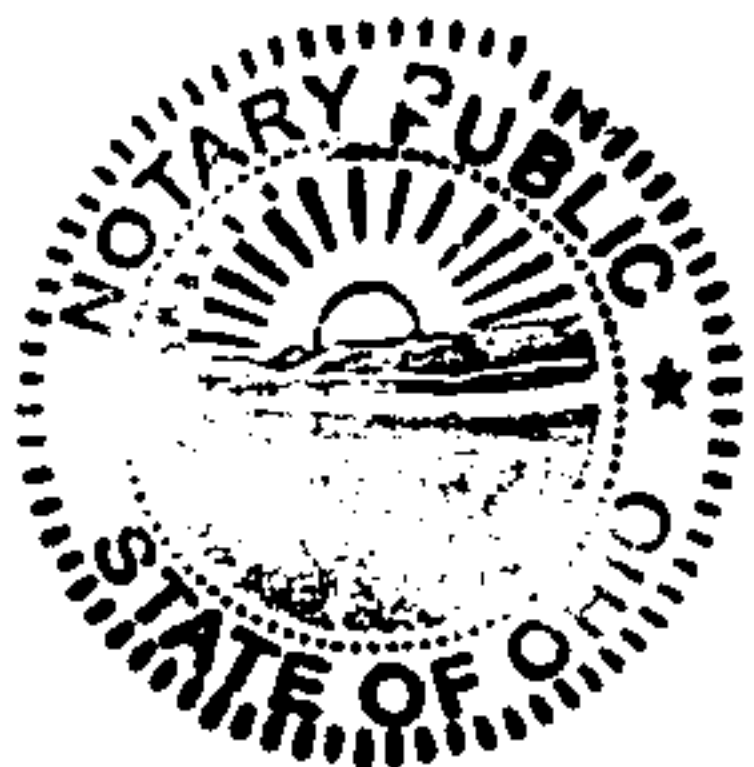
I, the undersigned, a Notary Public in and for said county and state, hereby certify that Michael Davis the authorized representative of St. Mary's A corporate ENTITY, whose name(s) is/are signed to the foregoing conveyance, who is known to me, acknowledged before me on this day that being informed of 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 20 day of Aug, 2013.

[Signature]

NOTARY PUBLIC

My commission expires: 10-29-13



ROSANNA M. RICHARDS  
Notary Public, State of Ohio  
My Comm. Expires 10-29-2013

## EXHIBIT - Legal Description


Order Number: 58082080

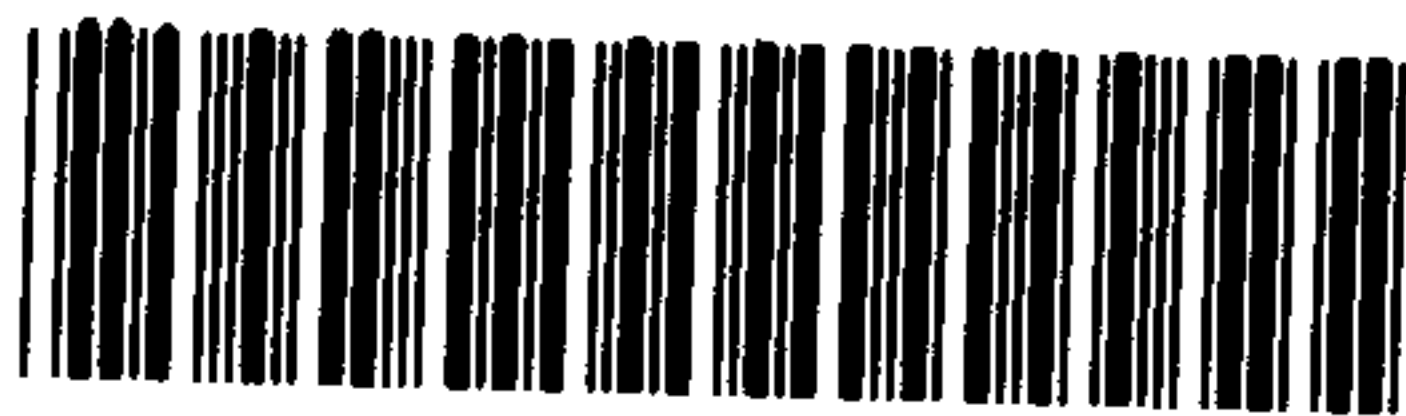
Property Tax ID: 11 7 35 0 001 012.005

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

LOT 39-A, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB PHASE IV, AS RECORDED IN MAP BOOK 8, PAGE 178, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Commonly described as: 1117 Riverchase Pkwy W, Birmingham AL 35244

  
20130828000351360 5/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
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