

AFTER RECORDING
PLEASE RETURN TO:

LandCastle Title
2718 20th Street South, Ste 210
Homewood, AL 35209



20131003000397360 1/3 \$20.00
Shelby Cnty Judge of Probate, AL
10/03/2013 12:45:17 PM FILED/CERT

SUBORDINATION AGREEMENT

Borrower: **Frederick N. Taylor and Paulina N. Taylor**

Property Address: **128 High Crest Road, Pelham, Alabama 35124**

This Subordination Agreement dated 9-23-13, is between COMPASS BANK,
(Junior Lender),

And **Roundpoint Mortgage Company, (New Senior Lender).**

RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of
\$65,000.00,

Dated 12/08/2011, and recorded as instrument Number #20111220000385170 on 12/20/2011
(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 \$ 304,600.00

Dated: 9-23-13

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 \$ 304,600.00, 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.

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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: 

Title: Officer of Compass Bank

New Senior Lender: _____

Title: _____



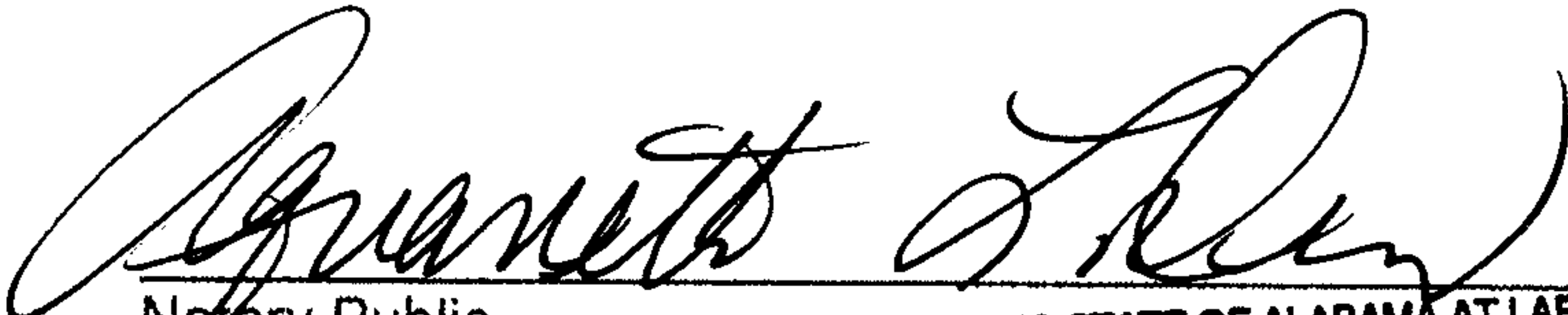
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State of Alabama

County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that TERESA BOLIN, as OFFICER - 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 9 day of AUG, 2013.


 Notary Public
 My commission expires Mar 8, 2014
 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 Roundpoint Mortgage Company(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 _____, 2013.

 Notary Public
 My commission expires: _____ (Seal)