

20140128000026710 01/28/2014 08:59:50 AM
SUBAGREM 1/5

SUBORDINATION AGREEMENT

~~WHEN RECORDED MAIL TO:~~

SPACE ABOVE FOR RECORDERS USE

FL9-700-04-75/Collateral Receipt
9000 Southside Blvd.
Jacksonville, FL 32256

This document was prepared by:
Stacie Krastin
State Address : Plano, TX
BANK OF AMERICA. N.A.
6400 Legacy Drive
Plano, TX 75024

LOAN #: 68998003895299
ESCROW/CLOSING#: 248692288

8132908

48129378

NOTICE: THIS SUBORDINATION AGREEMENT MAY RESULT IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made this Ninth day of January, 2014, by **Bank of America, N.A. ("Subordinating Lender")**, a corporation whose address is **101 South Tryon Street, Charlotte, NC 28255**.

WITNESSETH:

WHEREAS, Subordinator is the beneficiary/mortgagee of that certain Deed of Trust/Mortgage ("Security Document") pursuant to that certain Security Document dated 10/26/2010 (the "Senior Lien"), and executed by KELLY J WEHBY and MARY C WEHBY (together, the "Owner") and encumbering that certain real property located at 1125 LAKE POINT CT, HOOVER, AL 35244 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 11/10/2010 in Official Records Mortgage Book , Page , as Instrument No. 20101110000378410 per the Source of Title Deed Instrument No. 1996-03597, of the Official Records of JEFFERSON County, AL, as the same may have been or is to be modified prior hereto or contemporaneously herewith.

WHEREAS, Bank of America, N.A. ("Junior Lien Holder") has been requested to make a loan, line of credit or other financial accommodation to Owner, to be secured by either a deed of trust, deed to secure debt or mortgage (collectively, the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note or line of credit (together, the "Note") made by Owner and/or others payable to the order of Junior Lien Holder, in the maximum principal face amount not to exceed \$270000.00 ("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan"); and

Recorded 1/27/2014 # 20140127000026590

WHEREAS, Junior Lien Holder requires, as a condition to making the Loan, that the Junior Lien be superior to the Senior Lien;

WHEREAS, it is to the mutual benefit of the Subordinator, Owner and Junior Lien Holder that Junior Lien Holder make the Loan to Owner; and Subordinator is willing to permit the Junior Lien, when recorded, to constitute a lien upon the Property that is unconditionally prior and superior to the Senior Lien.

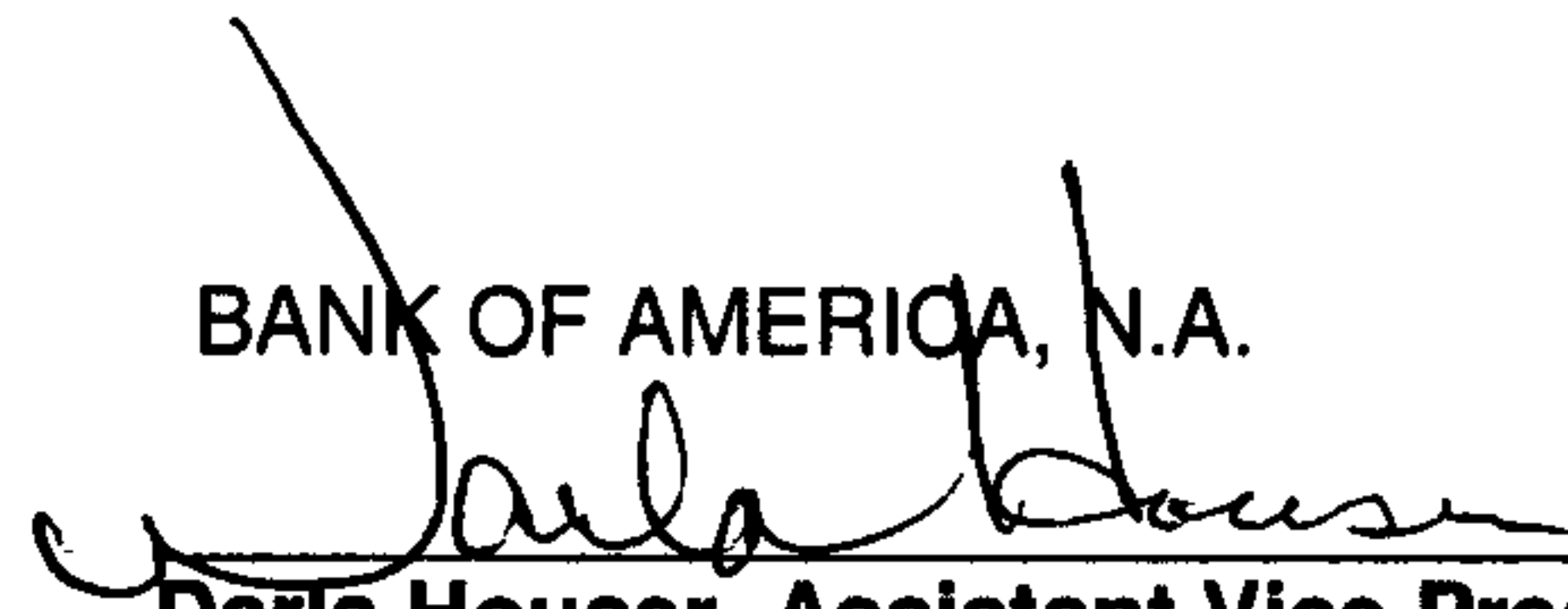
NOW THEREFORE, for valuable consideration and to induce Junior Lien Holder to make the Loan to Owner, Subordinator hereby subordinates the Senior Lien to the Junior Lien and any renewals or extensions thereof, and declares, agrees and acknowledges that:

- (1) The Junior Lien and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property, prior and superior to the Senior Lien.
- (2) That Junior Lien Holder would not make the Loan without this subordination agreement.
- (3) This Agreement is limited to the Principal Amount, plus interest and any additional amounts advanced pursuant to the provision of the Note or Junior Lien for payment of insurance premiums, taxes, cost of collection or protection of the value of the Property or Junior Lien Holder's rights in the Property. This Agreement shall inure to the benefit of Junior Lien Holder and be binding upon Subordinator, its successors and assigns and shall be binding upon any purchaser (at foreclosure or otherwise) of the Property, or any part thereof, and their respective heirs, personal representatives, successors and assigns.
- (4) This agreement shall be the whole and only agreement with regard to the subordination of the Senior Lien to the Junior Lien and shall supersede and cancel, but only insofar as would affect the priority between the security instruments described herein, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Senior Lien, which provide for the subordination of the Senior Lien to another security instrument, deed of trust or mortgage.
- (5) It consents to and approves (i) all provisions of the Note and Junior Lien securing the loan, and (ii) all agreements, including but not limited to any loan or escrow agreements (collectively, the "Loan Agreements"), between Owner and Junior Lien Holder for the disbursement of the proceeds of the New Loan;
- (6) Junior Lien Holder making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Junior Lien Holder represented that it will, see to the application of such proceeds by the person(s) to whom Junior Lien Holder disburses such proceeds and any application or use of such proceeds other than those provided for in such Loan Agreement(s) shall not defeat the subordination herein made in whole or in part.

(7) It intentionally and unconditionally waives, relinquishes and subordinates the Senior Lien in favor of the Junior Lien and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE OWNER OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

BANK OF AMERICA, N.A.



Darla Houser, Assistant Vice President

N/A, N/A

N/A, Witness

N/A, Witness

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SUBAGREM 4/5

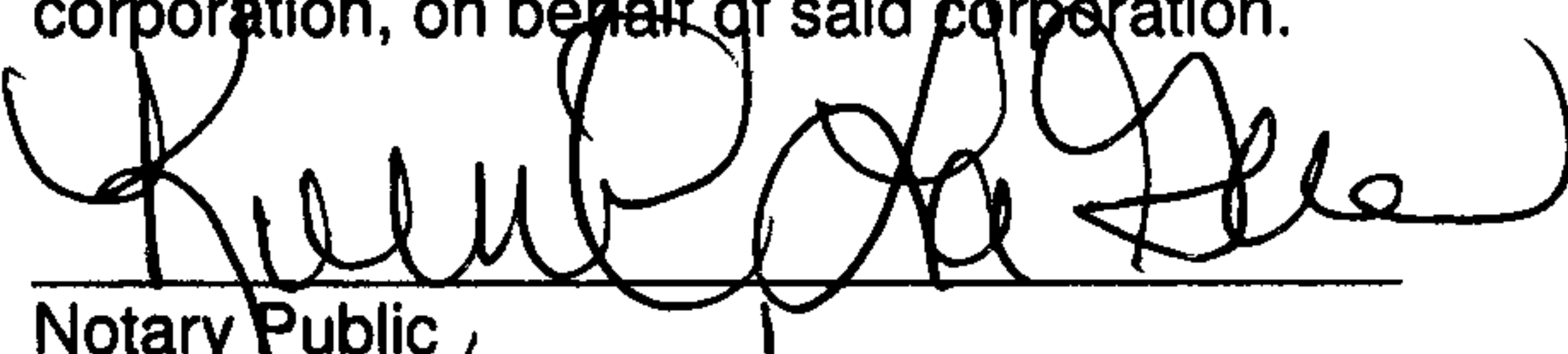
Agreement to be notarized at Texas Corporate? Yes

Agreement to be notarized at California Corporate? No

TEXAS CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF COLLIN

This Instrument was acknowledged before me on 01/09/14 (date) by **Darla Houser**, of BANK OF AMERICA, N.A.
(Name of Corporation Acknowledging) a North Carolina (State of Incorporation)
corporation, on behalf of said corporation.



Notary Public

Print Name: Kwenita Lewis Garner
My Commission Expires: 7-30-16

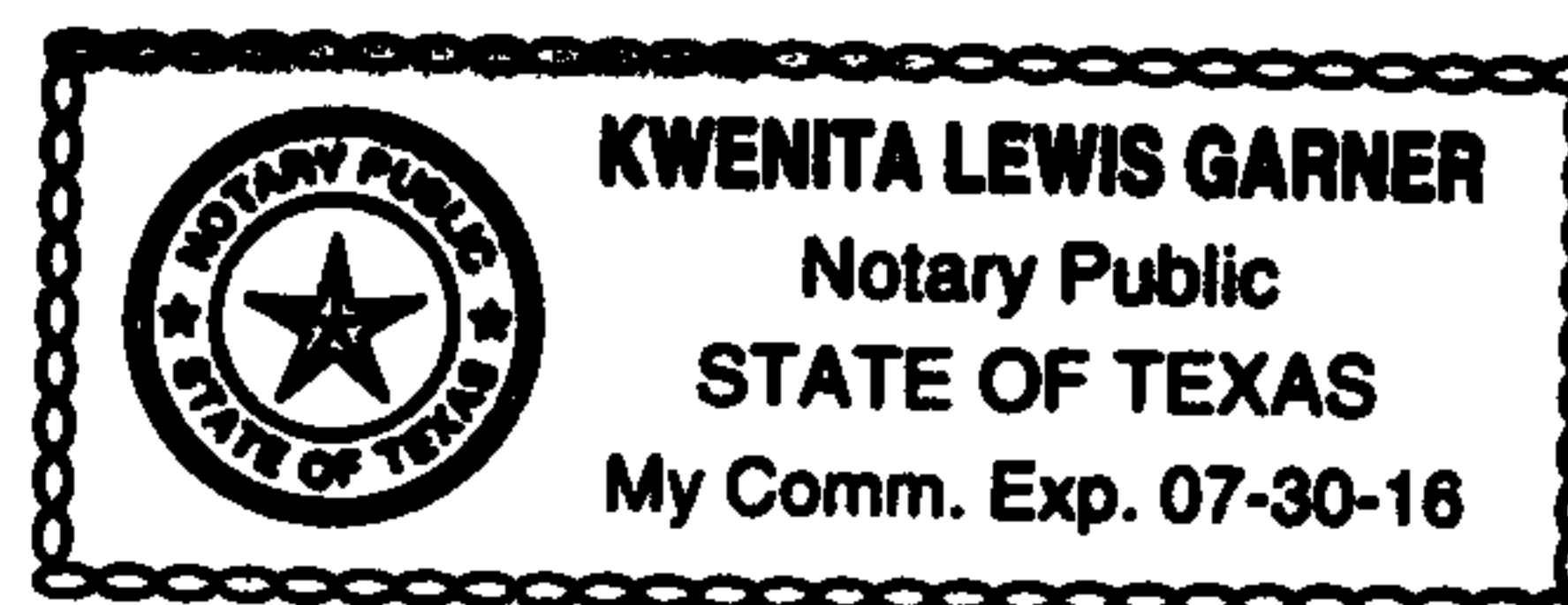


Exhibit "A"



Real property in the City of **HOOVER**, County of **SHELBY**, State of **Alabama**, described as follows:

LOT 2055, ACCORDING TO THE SURVEY OF LAKE POINT ESTATES, 1ST ADDITION, AS RECORDED IN MAP BOOK 17, PAGE 14, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Being all of that certain property conveyed to KELLY J. WEHBY AND MARY C. WEHBY, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP from CONCEPT DEVELOPMENT COMPANY, INC., by deed dated January 26, 1996 and recorded February 02, 1996 as INSTRUMENT NO. 1996-03597 of official records.

Commonly known as: 1125 LAKE POINT CT, HOOVER, AL 35244

APN #: **11-7-35-0-001-012-057**

 WEHBY
48129378
FIRST AMERICAN ELS
SUBORDINATION AGREEMENT


WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

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Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
01/28/2014 08:59:50 AM
\$29.00 CHERRY
20140128000026710

A handwritten signature in black ink, appearing to be "James W. Fuhrmeister", is written over the bottom right portion of the official record text.