



SUBORDINATION OF MORTGAGE

Return Address:  
~~Attn: Consumer Lending~~  
~~14001 N. Rockwell Avenue~~

RETURN TO:  
Entitle Direct Group, Inc.  
260 Airside Drive  
Moon Township, PA 15108  
(877) 936-8485

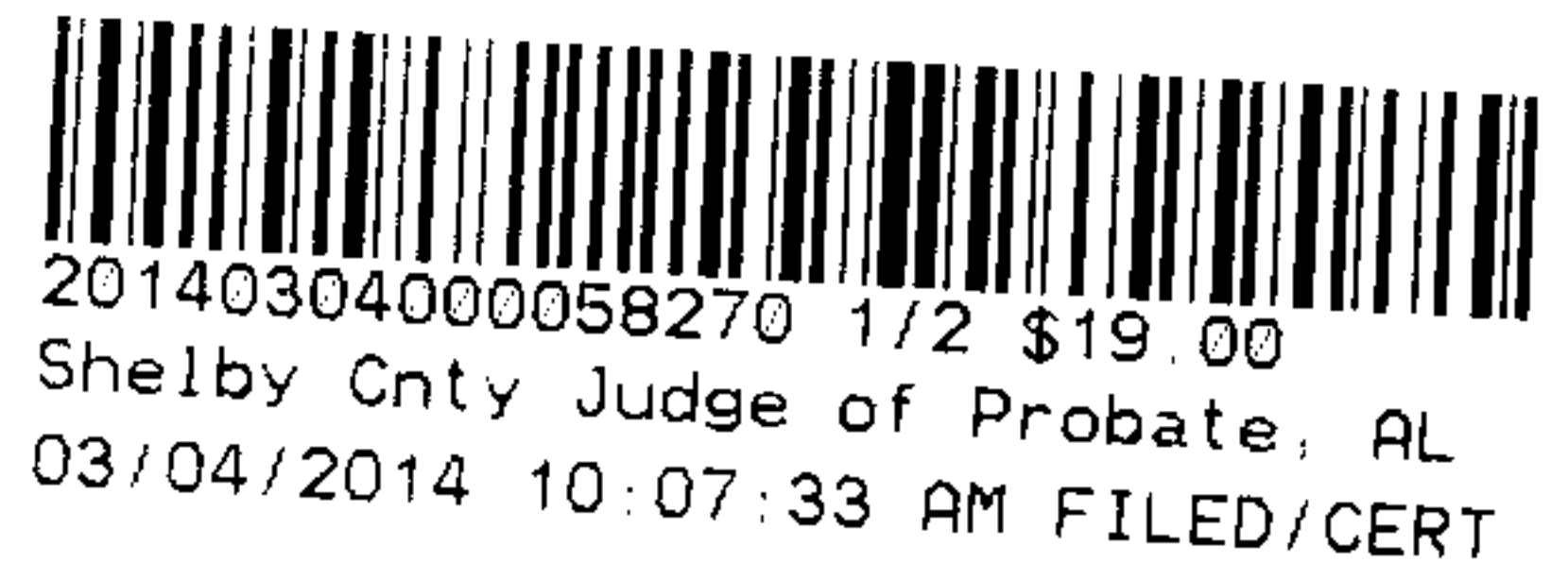
THIS AGREEMENT, made effective the **28th day of January, 2014**, by and between **MIDFIRST BANK** (herein after referred to as the "Bank") and **Stearns Lending Inc., ISAOA** (herein after referred to as the "Mortgagee").

WHEREAS, MidFirst Bank is the holder of that certain mortgage executed by **Cathy Robinson** filed of record in ~~Jefferson~~ <sup>(KMC)</sup> **Shelby** County, on **January 11th, 2008** in Book number , Page number , or Document number **20080111000016890**.

WHEREAS **Cathy Robinson** applied to the **Stearns Lending Inc., ISAOA** for that certain loan in the amount not to exceed **\$151,000.00** dated ~~January 11, 2008~~ **FEBRUARY 3, 2014**

The property is described as follows: **SEE EXHIBIT A**

**Physical Address/AKA: 2176 Bailey Brook Drive, Birmingham, Alabama 35244**



- 1) The Holder now owns and holds the following mortgage and the bond or note which it secures Mortgage dated **September 26th, 2007** made by **Cathy Robinson** in the amount of **\$40,000.00** plus interest, and recorded as Book and Page or Recordation Number **20080111000016890**, in the clerk office of ~~Jefferson~~ <sup>(KMC)</sup> **Shelby** County, **Birmingham, State of Alabama**.
- 2) The owner of the Property has executed and delivered a New Mortgage to **Stearns Lending Inc., ISAOA** to secure indebtedness in the amount not to exceed **\$151,000.00** plus interest, covering the property and recorded in Book # ~~2~~ <sup>(KMC)</sup> Page # \_\_\_\_\_ of the records of ~~Jefferson~~ <sup>(KMC)</sup> **Shelby** County, State of **Alabama**. The property is more fully described in the New Mortgage. **\*20140304000058260**
- 3) The Mortgagee will not accept the New Mortgage unless the Existing Mortgage is subordinated to the New Mortgage. In exchange for One Dollar (\$1.00) and other good and valuable consideration and to induce Mortgagee to accept the New Mortgage, the Holder agrees to subordinate the lien of the Existing Mortgage to the lien of the New Mortgagee.
- 4) The Existing Mortgage lien shall be subject, subordinated and inferior in priority to the New Mortgage in the amount secured by the New Mortgage, interest, and advances already paid and to be paid in the future under the New Mortgage. Examples of the Advances are brokerage commissions, fees for making the loan, mortgage recording tax, documentary stamps, fee for examination of title and surveys. Advances may be paid without notice to Holder. The maximum amount of the lien of the existing Mortgage that is subordinated is the amount secured by the new Mortgage and Interest and Advances. The Subordination Agreement shall apply to any extension, renewal or modification of the New Mortgage.
- 5) This Agreement cannot be changed or ended except in writing signed by Holder and Mortgagee.
- 6) If there is more than one Holder, each shall be separately liable, the words "Holder" and "Mortgagee" shall include their heirs, executors, administrators, successors and assigns. If there is more than one holder of Mortgagee the words "Holder" and "Mortgagee" used in this agreement includes them.

Holder states that Holder has read this Subordination Agreement, has received a completed copy of this agreement, and has signed this Subordination Agreement as of the day and year first above written.

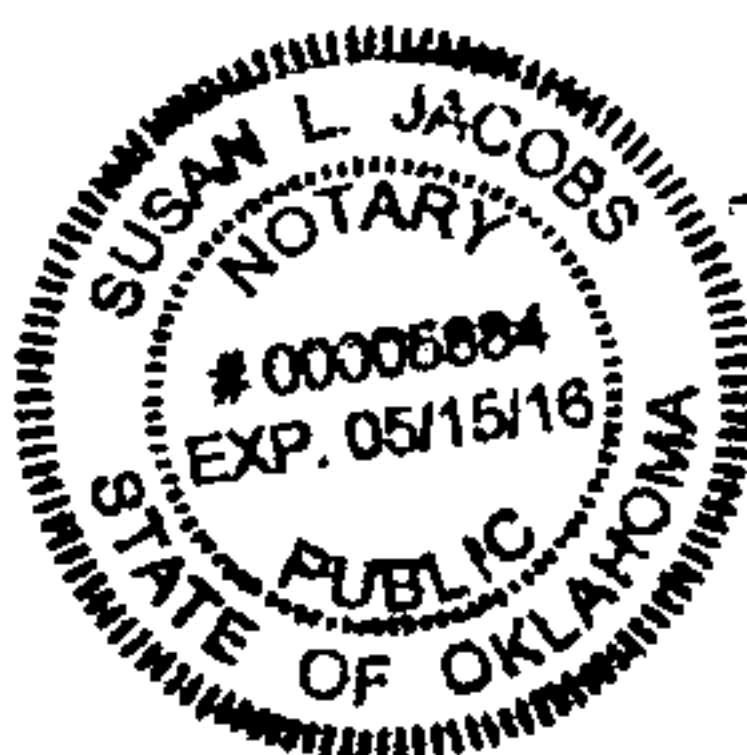
Witness this **28th day of January, 2014**.

Holder of the note

MidFirst Bank  
**Julie D. Wilson, Vice President**

State of Oklahoma )  
County of Oklahoma )SS.

On the **28th day of January, 2014** , before me, the undersigned, personally appeared **Julie D. Wilson**, Vice President of MidFirst Bank, a federally chartered savings association, personally know to me, or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) in the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public  
My commission expires: **May 15, 2016**

ALTA Commitment Form (REV 6/17/06), Exhibit A

## Exhibit A

The land referred to is situated in the City of Birmingham, County of Shelby, State of Alabama and is described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE LYING AND BEING SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

LOT 46, ACCORDING TO THE SURVEY OF RIVERCHASE WEST DIVIDING RIDGE, FIRST ADDITION, AS RECORDED IN MAP BOOK 7, PAGE 3, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

APN: 11 7 25 0 003 013.000

Sometimes known as: 2176 Bailey Brook Drive, Birmingham Alabama 35244



201403040000058270 2/2 \$19.00  
Shelby Cnty Judge of Probate, AL  
03/04/2014 10:07:33 AM FILED/CERT