



# DEED OF TRUST SUBORDINATION AGREEMENT

1294719

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

THIS AGREEMENT, made this **28th** day of **October**, 2001  
**Louise L. Crawford**

**RETURN TO**  
**RECORDING DEPARTMENT**  
First American Lenders Advantage  
1801 Lakepointe Drive, Suite 111  
Lewisville, TX 75057

Owners of the land hereinafter described and hereinafter referred to as "Owner", and

**Compass Bank**

present owner and holder of the deed of trust and note first hereinafter described and hereinafter  
referred to as "Beneficiary";

## WITNESSETH

did execute a deed of trust, dated **02/26/2003** to **Compass Bank**

as trustee, covering:

SEE ATTACHED FULL LEGAL DESCRIPTION

to secure a note in the sum of **\$25,000.00** dated **02/26/2003**, IN FAVOR OF  
**Compass Bank** which deed of trust was recorded **04/05/2002** as instrument/  
**2002-15920** in the Office of the Recorder, County of **Shelby**  
State of **Alabama**

AND WHEREAS, Owner has executed, or is about to execute a deed of trust and note not to exceed the sum of  
**\$46,000.00** dated **3/6/2002** in favor of **CitiMortgage, Inc.**  
hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described  
therein, and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall  
unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior  
and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, lender is willing to make said loan provided the deed of trust securing the same is a lien or charge  
upon the above described property prior and superior to the lien or charge of the deed of trust first above  
mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge  
of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary  
is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said  
land which is unconditionally prior and superior to the lien or charge of the deed of trust first above mentioned.

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable  
consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce  
Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said deed of trust securing said note in favor of Lender shall unconditionally be and remain at  
all times a lien or charge on the property therein described, prior and superior to the lien or charge  
of the deed of trust first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the  
lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust  
in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the prior  
between the deeds of trust hereinbefore specifically described any prior agreement as to such subordination  
including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, wh  
provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to  
another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreements is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of deed of trust mentioned in favor of the lien or charge upon said land of the deed of trust in favor of the Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made entered into but for said reliance upon this waiver, relinquishment and subordination; and

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

WITNESS:

\_\_\_\_\_  
(PRINTED)  
  
\_\_\_\_\_  
(PRINTED)

\_\_\_\_\_  
Compass Bank  
(Subordinating Party)  
  
By: [Signature]  
          J. A. Woods  
Its: Asst Vice Pres

State of Alabama  
County of Jefferson ss.

On this 24<sup>th</sup> day of October, 192002 before me, the undersigned, a Notary Public in and for said County, personally appeared J. A. Woods to me personally known, who being duly sworn, did say that he/she is AVP of Compass Bank and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged the execution of said instrument to be the free and voluntary act and deed of said corporation.

Witness my hand and seal the day and year last above written.

[Signature]  
\_\_\_\_\_  
Notary Public in and for said County and State  
MCE : 4/12/00

When recorded return to:  
Cyndie Pyatt  
Operations Supervisor  
CitiMortgage, Inc.  
27555 Farmington Road  
Farmington Hills, MI 48334  
Attn: Consumer Direct

WITNESSES:  
*David H. Ham*  
\_\_\_\_\_

OWNERS:  
*Louise L. Crawford*  
Louise L. Crawford  
\_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ss:

On See Attached, before me,

\_\_\_\_\_ a Notary Public in and for said County and State, personally appeared  
Patricia Driscoll  
\_\_\_\_\_

\_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person (s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

Expiration Date: \_\_\_\_\_

FOR NOTARY SEAL OR STAMP