


RECORDING REQUESTED BY  
Consumer Loan Center  
AND WHEN RECORDED MAIL TO:  
Consumer Loan Center  
CCAT Department  
2730 Liberty Avenue  
Pittsburgh, PA. 15222

  
20051107000577000 1/5 \$23.00  
Shelby Cnty Judge of Probate, AL  
11/07/2005 09:54:19AM FILED/CERT

A.P.N.: 27-5-21-2-001-028.002  
8109793446

Order No.: T005-008737

Space Above This Line for Recorder's Use Only

Escrow No.: 7737

## SUBORDINATION AGREEMENT

**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 <sup>Eighteenth</sup> ~~Twelfth~~ Day of October, 2005, by  
*Dms*

Gregory Lynn Reece and Diane Kristen Gilbert owner of the land hereinafter described and hereinafter referred to as "Owner," and

~~PNC BANK, N.A.~~ *Dms*  
~~American Express Certurian Bank~~ present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

### WITNESSETH

THAT WHEREAS, Owner has executed a deed of trust, covering:

**Legal Description is as per Exhibit "A" attached hereto and made a part hereof.**

to secure a note in the sum of **\$22,000.00** dated 09/09/2003, in favor of Beneficiary, which deed of trust was recorded on 10/07/2003, as Volume No. 2003100700 and Page 0675670 Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note not to exceed the sum of **\$174,900.00**, dated 10-25-2005, in favor of, **JPMorgan Chase Bank N.A.**, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall ~~unconditionally~~ *Dms* be and remain at all times a lien ~~or charge~~ *Dms* upon the land hereinbefore described, prior and superior to the lien ~~or charge~~ *Dms* 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~~ *Dms* upon the above described property prior and superior to the lien ~~or charge~~ *Dms* of the deed of trust first above mentioned and provided that Beneficiary will specifically and ~~unconditionally~~ *Dms* subordinate the lien ~~or charge~~ *Dms* of the deed of trust first above mentioned to the lien ~~or charge~~ *Dms* 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 alien ~~or charge~~ *Dms* upon said land which is ~~unconditionally~~ *Dms* prior and superior to the lien ~~or charge~~ *Dms* of the deed of trust 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, and any renewals or extensions thereof, shall ~~unconditionally~~ <sup>DMS</sup> be and remain at all times a lien ~~or charge~~ <sup>DMS</sup> on the property therein described, prior and superior to the lien ~~or charge~~ <sup>DMS</sup> 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~~ <sup>DMS</sup> of the deed of trust first above mentioned to the lien ~~or charge~~ <sup>DMS</sup> of the deed of trust in favor of lender above referred to and shall supersede and cancel, but only insofar as would affect the priority 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, which provide for the subordination of the lien ~~or charge~~ <sup>DMS</sup> thereof to another deed or deed 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~~; <sup>DMS</sup>
- (b) Lender in making disbursements pursuant to any such agreement 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; <sup>DMS</sup>
- (c) He intentionally ~~and unconditionally waives, relinquishes and subordinates~~ the lien ~~or charge~~ <sup>DMS</sup> of the deed of trust first above mentioned in favor of the lien ~~or charge~~ <sup>DMS</sup> upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this ~~waiver, relinquishment and subordination~~ <sup>DMS</sup> 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 or entered into but for said reliance upon this ~~waiver, relinquishment and subordination~~ <sup>DMS</sup>; and
- (d) An endorsement has been placed upon the note secured by deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to. <sup>DMS</sup>

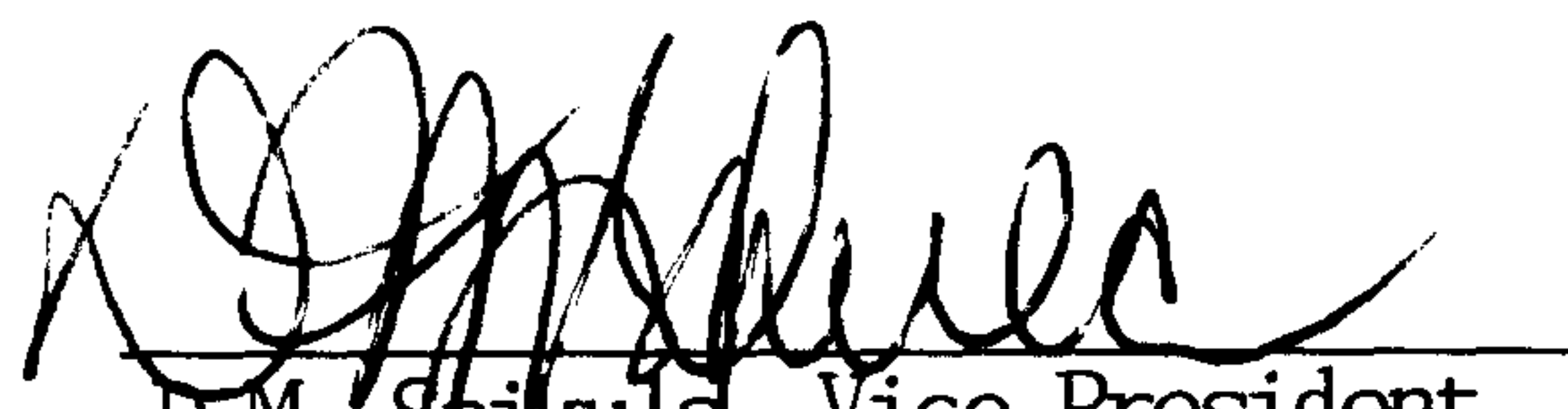
**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

Continued From Page 2

PNC BANK, N.A.

  
20051107000577000 3/5 \$23.00  
Shelby Cnty Judge of Probate, AL  
11/07/2005 09:54:19AM FILED/CERT

BENEFICIARY: PNC BANK, N.A.

  
D.M. Spikula, Vice President

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

*IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES  
CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.  
(CLTA SUBORDINATION FORM "A")*



ALL-PURPOSE ACKNOWLEDGMENT

20051107000577000 4/5 \$23.00  
Shelby Cnty Judge of Probate, AL  
11/07/2005 09:54:19AM FILED/CERT

State of PENNSYLVANIA

County of ALLEGHENY

On October 18, 2005  
(DATE)

before me,

SS.

Denise M. Csokuly  
(NOTARY)

personally appeared

D.M. Spikula, Vice President

SIGNER(S)

☐ 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.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Denise M. Csokuly, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Aug. 29, 2007  
Member, Pennsylvania Association Of Notaries

WITNESS my hand and official seal.

Denise M. Csokuly  
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

- ☐ PARTNER(S)  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

Subordination Agreement  
TITLE OR TYPE OF DOCUMENT

3  
NUMBER OF PAGES

10-18-2005  
DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
OTHER



## Exhibit "A"

20051107000577000 5/5 \$23.00  
Shelby Cnty Judge of Probate, AL  
11/07/2005 09:54:19AM FILED/CERT

### LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE W 1/2 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: FROM THE NE CORNER OF SAID W 1/2 OF SAID 1/4-1/4 SECTION, RUN SOUTH 87 DEGREES 30 MINUTES WEST 296.9 FEET TO THE EAST RIGHT OF WAY OF KING STREET; THENCE TURN LEFT 76 DEGREES 38 MINUTES 40 SECONDS AND RUN SOUTHWEST ALONG SAID RIGHT OF WAY 242.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE LAST COURSE 177.48 FEET; THENCE TURN LEFT 90 DEGREES 02 MINUTES 16 SECONDS AND RUN SOUTHEAST 94.35 FEET; THENCE TURN RIGHT 16 DEGREES 05 MINUTES 46 SECONDS AND RUN SOUTHEAST 60.89 FEET; THENCE TURN RIGHT 36 DEGREES 57 MINUTES 30 SECONDS AND RUN SOUTHEAST 52.80 FEET; THENCE TURN LEFT 150 DEGREES 37 MINUTES 48 SECONDS AND RUN NORTH 235.99 FEET; THENCE TURN LEFT 81 DEGREES 27 MINUTES 12 SECONDS AND RUN NORTHWEST 153.45 FEET TO THE POINT OF BEGINNING.

ALSO, A PARCEL OF LAND IN THE W 1/2 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SAID W 1/2 OF SAID 1/4-1/4 SECTION, RUN SOUTH 88 DEGREES 19 MINUTES 34 SECONDS WEST ALONG THE NORTH 1/4-1/4 LINE A DISTANCE OF 294.9 FEET TO THE EAST RIGHT OF WAY OF KING STREET; THENCE RUN SOUTH 11 DEGREES 40 MINUTES 44 SECONDS WEST 242.42 FEET ALONG SAID RIGHT; THENCE RUN SOUTH 77 DEGREES 22 MINUTES 03 SECONDS EAST 153.45 FEET TO A POINT ON THE WEST SIDE OF A PAVED ROAD AND THE POINT OF BEGINNING; THENCE RUN SOUTH 15 DEGREES 28 MINUTES EAST 46.82 FEET ALONG THE WEST EDGE OF SAID ROAD; THENCE SOUTH 06 DEGREES 09 MINUTES 13 SECONDS EAST 138.77 FEET ALONG THE WEST EDGE OF SAID ROAD; THENCE RUN SOUTH 40 DEGREES 12 MINUTES 04 SECONDS WEST 68.46 FEET ALONG THE NORTH EDGE OF A PAVED ROAD; THENCE RUN NORTH 04 DEGREES 05 MINUTES 20 SECONDS EAST 235.99 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS, EASEMENTS, RIGHTS-OF-WAY, PROVISIONS, COVENANTS, TERMS, CONDITIONS AND BUILDING SET-BACK LINES OF RECORD.

ADDRESS: 1 BROOKWOOD DRIVE; MONTEVALLO, AL 35115 TAX MAP  
OR PARCEL ID NO.: 27-5-21-2-001-028.002