

AFTER RECORDING
PLEASE RETURN TO:
NEW LENDER SHOULD

### SUBORDINATION AGREEMENT

Borrower:Kenneth A Schenker				
Property Address: _2049 Eagle Valley Drive Bham, Al				
This Subordination Agreement dated, is between COMPASS BANK, (Junior Lender),				
andM&T Bank its successors and or assigns as their interests may appear, (New Senior Lender).				
DECITALO				
COMPASS DANK (F. 1. J. 1.)				
COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$_35,640.00,				
dated _08/09/2003, and recorded in book, page, as instrument				
number_20030828000573190n _08/28/2003(date), in _Shelby(County),				
Alabama (State).  Modification of Mortgage for Compass Bank, (Junior Lender), Owns and holds a promissory note in the amount of 62,000.00 dated 9/8/05 and recorded in Official records as instrument number 20050930000512030 on 09/30/2005 (date) in Shelby (county) Alabama (state). Modification of Mortgage for Compass Bank (Junior Lender), Owns and holds a promissory note in the amount of 104,400.00 dated 12/01/2006 and recorded in Official records as instrument number 20070124000037760 on 01/24/2007(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 \$ _278,000.00 Dated: 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 \$_278,000.00_, 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.				
3. No Waiver of Notice  Upon the execution of the subordination of Junior Lender's security instrument to the new Serier Lender.				

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

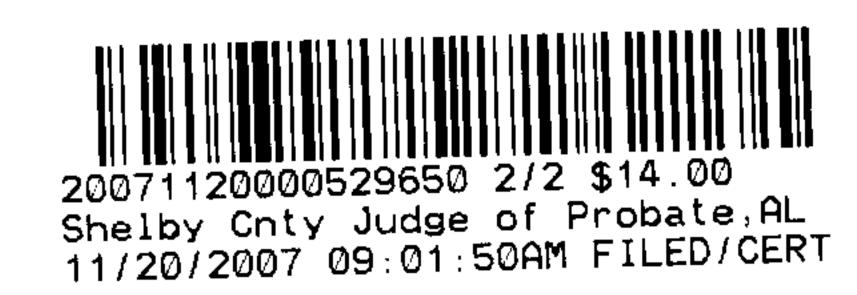
This agreement shall be binding upon and inure to the benefit of the Junior Lender and Senior Lender, and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

# 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.

Agreement, or the Agreement v	will be null and void.		
Junior Lender:	2 male		
Title:	of Co	mpass Bank	
New Senior Lender:	<u> </u>		
Title:			
State of <u>Alabama</u>			
County of <u>Jefferson</u>			
is/are signed to the foregoing insthat, being informed of the contents the same bears date.  Given under my hand a	strument, and who is ki ents of the instrument,	nown to me, acknowledged	before me on this day me voluntarily on the day
	(Seal)	Notary Pu My commission exp	blic pires: 12-14-2010
State of			
County of			
I, the undersigned, a No	otary Public in and for	said County, in said State, h	nereby certify that
whose name(s) is/are signed to the me on this day that, being information to the day the same to the day the day the day the same to the day t	ned of the contents of the	(title) of  It, and who is known to me,  he instrument, they/he/she e	(institution) acknowledged before executed the same
Given under my hand a	nd official seal this	day of	, 20
	(Seal)		
		Notary Pul	olic
		My commission exp	oires: