

20080606000229920 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
06/06/2008 08:15:45AM FILED/CERT

RECORDING REQUESTED BY:
CitiMortgage, Inc.

WHEN RECORDED MAIL TO:
CitiMortgage, Inc.
Document Processing, Mail Station 321
1000 Technology Drive
O Fallon, MO 63368-2240

Subordinate Account Number: 770337333

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

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 effective August 11, 2006, by

Stephen W. Mizelle

owner(s) of the land described as

SEE ATTACHED EXHIBIT "A"

located in the City/County of Shelby, State of Alabama, and hereinafter referred to as "Owner", and

CitiMortgage, Inc.

present owner and holder of the Security Instrument and Note first hereinafter described and
hereinafter referred to as "Creditor."

WITNESSETH

THAT WHEREAS, Owner did execute a Security Instrument (mortgage, deed of trust, or deed to
secure debt), dated on or about November 22, 2004, covering the above described property to
secure a Note in the original sum of \$27,980.00, dated November 22, 2004 in favor of
Citimortgage, Inc, which Security Instrument was recorded on December 3, 2004 in Book ,
Page and/or as Instrument Number 20041203000661620 in the Official Records of the
City/County and State above mentioned, which is hereinafter referred to as "Creditor's Security
Instrument," and

WHEREAS, Owner has executed, or is about to execute, a Security Instrument (mortgage, deed of
trust, or deed to secure debt) and note in the sum of \$113,250.00 dated August 11, 2006 in favor
of CitiMortgage, Inc., hereinafter referred to as "Lender," payable with interest and upon the terms
of conditions described therein, which Security Instrument is to be recorded concurrently herewith,
which is hereinafter referred to as "Lender's Security Instrument"; and

WHEREAS, it is a condition precedent to obtaining said loan that said Lender's Security Instrument shall unconditionally be and remain at all times a lien or charge upon the above described property, prior and superior to the lien or charge of Creditor's Security Instrument; and

WHEREAS, Lender is willing to make said loan provided that Lender's Security Instrument is a lien or charge upon the above described property prior and superior to the lien or charge of Creditor's Security Instrument and provided that Creditor will specifically and unconditionally subordinate the lien or charge of Creditor's Security Instrument to the lien or charge of Lender's Security Instrument; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that Lender's Security Instrument shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of Creditor's Security Instrument.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable considerations, 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 Lender's Security Instrument, securing said note in favor of Lender and any renewals or extensions thereof, 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 Creditor's Security Instrument.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) That this Subordination Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of Creditor's Security Instrument to the lien or charge of Lender's Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between Lender's Security Instrument and Creditor's Security Instrument, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in Creditor's Security Instrument which provide for the subordination of the lien or charge thereof to another Security Instrument or Instruments.

Creditor declares, agrees and acknowledges that

- (a) Creditor consents to and approves (i) all provisions of the note and Security Instrument 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 disbursement pursuant to any such agreement is under no obligation 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) Creditor intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of Creditor's Security Instrument in favor of the lien or charge upon said land of Lender's Security Instrument 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 or entered into but for said reliance upon this waiver, relinquishment and subordination; and



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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.

CREDITOR:

CitiMortgage, Inc.

by CitiMortgage, Inc. its attorney in fact by power of attorney recorded at Book/Page and/or Instrument Number 2001-45109 on 20011018

By:

Printed Name: Michelle Duke

Title: Assistant Vice President

MICHELLE DUKE
Assistant Vice President
CitiMortgage, Inc.
Consumer Direct Operations
100 Galleria Office Centre/Suite 300
Southfield, MI 48034-8409
248-905-9301
SOE #MD03587

OWNER:

Stephen W. Mizelle

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

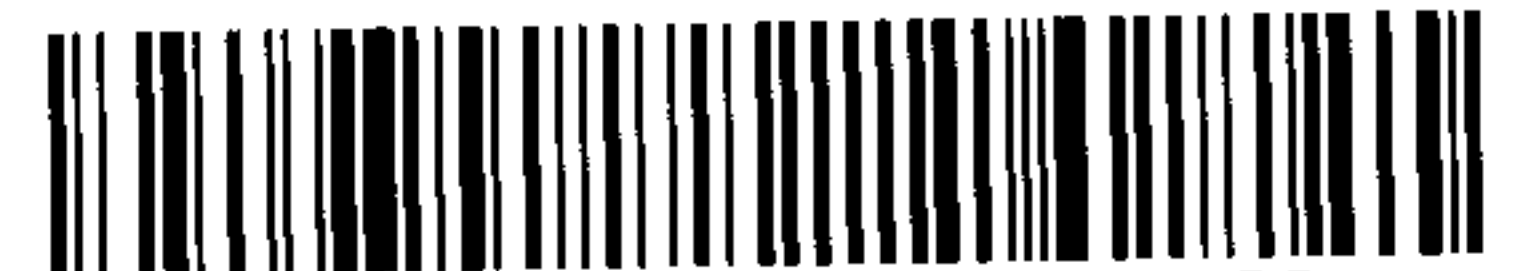
STATE of AL }

} ss.

COUNTY of Jeff }

On 1-18-2007 before me, ALAN L. RUSSELL, a Notary Public in and for said state, personally appeared Stephen W. Mizelle of Birmingham, AL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Subordination Agreement on behalf of said corporation and acknowledged to me that he/she/they, being authorized to do so, executed the same for the purposes therein stated.

WITNESS my hand and official seal.



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NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

STATE of Michigan)
CITY/COUNTY of Oakland) ss.
On 8-11-2006 before me, Chris Rivers, Notary Public, personally
appeared Michelle Duke

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(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.

Chris Rivers, Notary Public
State of Michigan, County of Oakland
My Commission Expires 7/1/2010
Acting in the County of Oakland

Chris Rivers
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

STATE of _____)
CITY/COUNTY of _____) ss.
On _____ before me, _____, Notary Public, personally
appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(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.

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Chicago Title Insurance Company

Commitment Number: 2391071

EXHIBIT "A"
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

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

LOT 29, ACCORDING TO THE SURVEY OF THE WILLOWS, PHASE ONE, AS RECORDED IN MAP BOOK 27, PAGE 62, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SITUATED IN SHELBY COUNTY, ALABAMA.

Parcel/Tax I.D. #: 07521001006017

Commonly known as: 183 Cotton Lane, Vincent, AL 35178