

SUBORDINATION AGREEMENT

4827708-AL

THIS AGREEMENT made this 6th day of August, 2008, in favor of BANK OF AMERICA NA it's successors and/or assigns, with an office at 1831 CHESTNUT ST, SAINT LOUIS, MO 63103 ("Lender") by KeyBank National Association, having a place of business at 4910 Tiedeman Road, Ste C, Cleveland, Ohio 44144. ("Subordinate Lender")

WITNESSETH:

WHEREAS, Subordinate Lender is the owner and holder of the following Mortgage/Deed of Trust covering the property located at 1213 MICHAEL DR, ALABASTER, AL 35007 and as more fully described therein ("Mortgaged Property"), and of the note or bond which said Mortgage/Deed of Trust secures ("Subordinate Lender Note"):

a) Mortgage/Deed of Trust dated November 6, 2007, made by: BARBARA A COLLINS to KeyBank National Association to secure the sum of \$16,642.00 recorded on Real Property in the SHELBY County Recorder/Clerk's Office in AL Book/Liber 20071203000547270 Page N/A. ("Subordinate Lender Mortgage").

WHEREAS, on condition that the Subordinate Lender Mortgage/Deed of Trust be subordinated in the manner hereinafter appearing, Lender has or is about to accept a mortgage covering the Mortgaged Property, made by BARBARA COLLINS ("Borrower") to Lender to secure an amount not to exceed (\$110,189.00) and interest, said mortgage being hereinafter collectively referred to as the "Lender Mortgage".

NOW, THEREFORE, in consideration of One Dollar (1.00) and other good and valuable consideration and to induce Lender to accept the Lender Mortgage the receipt and sufficiency of said consideration being hereby acknowledged, Subordinate Lender does hereby covenant, consent and agree with Lender as follows:

The Subordinate Lender Mortgage/Deed of Trust shall be and is hereby made subject and subordinate in lien to the lien of the Lender Mortgage in the principal amount not to exceed \$110,189.00 and interest together with any and all advances heretofore or hereinafter made and pursuant to the Lender Mortgage and together with any and all renewals or extensions of the Lender Mortgage or the note secured thereby, ("Lender Note").

THIS AGREEMENT may not be changed or terminated orally and shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns, of the parties hereto.

Recording requested by: LSI
When recorded return to :
Custom Recording Solutions
2550 N. Redhill Ave.
Santa Ana, CA. 92705
800-756-3524 Ext. 5011

20080909000358240 2/3 \$17.00
Shelby Cnty Judge of Probate, AL
09/09/2008 12:24:44PM FILED/CERT

IN WITNESS WHEREOF, Subordinate Lender hereto has duly executed this agreement the day and year first above written.

KeyBank National Association

X Jeffrey P. Kendro
JEFFREY P. KENDRO, AVP

X Beverly Hibbert
BEVERLY HIBBERT, WITNESS
X Velma T. Moore-Pruitt
VELMA T MOORE-PRUITT NOTARY

STATE OF OHIO)
)
COUNTY OF STARK)

Before me, a Notary Public in and for the said County and State, personally appeared JEFFREY P. KENDRO, AVP of KEYBANK NATIONAL ASSOCIATION, the corporation which executed the foregoing instrument who acknowledged that they did sign the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is the free act and deed individually and as such officers and free act of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this the 6th day of August, 2008.

Velma T. Moore-Pruitt
Notary Public VELMA T. MOORE-PRUITT
My commission expires My Commission Expires May 3, 2009

THIS INSTRUMENT PREPARED BY: KeyBank National Association

~~When recorded mail to:~~
KeyBank National Association
P.O.Box 6899
Cleveland, OH 44101

082191212530

20080909000358240 3/3 \$17.00
Shelby Cnty Judge of Probate, AL
09/09/2008 12:24:44PM FILED/CERT

Order ID: 4827708
Loan No.: 6175450318

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 41, according to the survey of Scottsdale, Third Addition, as recorded in Map Book 8 page 123 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Assessor's Parcel Number: 236144001001012