

RO9-17104

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Shelby Cnty Judge of Probate, AL
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Return to:
RBC Bank (USA)
Post Office Box 500
Rocky Mount, NC 27804

Prepared by: Paden and Paden, P.C.
#5 Riverchase Ridge, Ste 100
Birmingham, AL 35244

STATE OF ALABAMA

COUNTY OF SHELBY

Lien Subordination Agreement

THIS LIEN SUBORDINATION AGREEMENT ("Agreement") is made as of the 15th day of January, 2009, by **RBC BANK (USA)**, successor by name change to **RBC Centura Bank**, a North Carolina state chartered bank ("RBC Centura"), and **RBC BANK (USA)**, ("New Lender") (collectively, the "Parties").

WITNESSETH:

WHEREAS, Nancy L. Smith and spouse, Steven M. Smith ("Borrower") borrowed funds in the maximum principal amount of Twenty Thousand 00/100 Dollars (\$20,000.00) from RBC Centura, said loan being evidenced by a promissory note, an equity line of credit agreement, or other obligation dated as of the 30th day of April, 2003, ("Note"); and

WHEREAS, the Note is secured by a mortgage dated as of the 30th day of April, 2003, recorded in Instrument Number 20030515000302280, Shelby County, Alabama Registry, ("Mortgage");

WHEREAS, the Mortgage grants a lien on the property ("Property") described therein, which description is by this reference incorporated as if fully set out herein;

WHEREAS, Borrower desires to borrow from New Lender, and New Lender desires to lend to Borrower, funds in the maximum principal amount of One Hundred Fifty-Five Thousand 00/100 Dollars (\$155,000.00) ("Maximum Principal Amount"), which loan will be evidenced by a note or other obligation to be executed by Borrower in favor of New Lender ("New Note"), and which will be secured by a mortgage from Borrower to New Lender ("New Mortgage"); and

WHEREAS, New Lender is unwilling to make the above-referenced loan to Borrower unless the New Mortgage has priority over and is senior to the lien of the Mortgage.

NOW, THEREFORE, the Parties agree as follows:

1. RBC Bank hereby subordinates the Mortgage and the lien thereof to the New Mortgage, up to the Maximum Principal Amount. To the extent that New Lender extends to Borrower any amount over and above the

Maximum Principal Amount, and to the extent of any interest, fees, premiums, penalties, charges, costs, and expenses relating thereto, the Mortgage and the lien thereof shall have priority over the New Mortgage.

2. The New Mortgage upon the Property described therein shall be superior and senior to the lien of the Mortgage, up to the Maximum Principal Amount, as provided above, and to carry out such purpose, RBC Bank does hereby release, remise, and forever quitclaim its title to and lien upon the Property to the extent, but only to the extent, that the Mortgage shall be subordinate and junior to the New Mortgage, up to the Maximum Principal Amount, as provided above. The foregoing subordination applies only to the New Mortgage and does not affect the lien of the Mortgage with respect to any other matters of title affecting the Property.

3. Except for the subordination of the Mortgage to the New Mortgage as set forth herein, the Mortgage and all the terms and conditions thereof shall be and remain in full force and effect.

4. All references herein to RBC Bank and New Lender shall include the heirs, successors, and assigns of such party, and all of the covenants, provisions, and agreements by or on behalf of any such party shall bind and inure to the benefit of the heirs, successors, and assigns of such party and the other parties hereto.

IN WITNESS WHEREOF, RBC Bank (USA) has caused this instrument to be executed by its duly authorized officer, as of the day and year first above written.

Witness:

RBC BANK (USA)

Katherine H. Payne
Print Name: Katherine H. Payne

By: Debra Hayes
Name: Debra Hayes
Title: Vice President

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Debra Hayes, whose name as Vice President of RBC Bank (USA), a North Carolina state chartered bank, is signed to the foregoing Lien Subordination Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lien Subordination Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said RBC Bank (USA).

Given under my hand and official seal, this 15th day of January, 2009

Ginger Cathlyn Harrison
Notary Public

My Commission Expires: 9/23/2010

