

Loan #61004805

STATE OF ALABAMA
Prepared By: Malena Graves
20555 Victor Park Way
Livonia, MI 48152
Shelby COUNTY

Recording Requested by &
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St. Paul, MN 55117

CH 3170001

R# 3180180

MORTGAGE SUBORDINATION AGREEMENT³

750011179-02

record 2nd

THIS SUBORDINATION AGREEMENT is dated 03/27/2009 by and between Aliant Bank, a corporation, ("Subordinating Lender") and Mortgage Electronic Registration Systems Inc, on behalf of Quicken Loans, Inc, a corporation, with a place of business at 20555 Victor Parkway, Livonia, MI 48152 ("Lender").

WHEREAS, Jack L Naramore, an unmarried Person ("Borrower/s") executed and delivered to Subordinating Lender a mortgage in the sum of Thirty Two Thousand dollars (\$32,000.00) dated 8/29/2008, and recorded 09/10/2008 under instrument #20080910000359660 in the Office of the Judge of Probate of Shelby County, Alabama, which mortgage is a lien on the following described property:

Legal Description: Lot 31, Block 7, according to the survey of Cobblestone Square S/D, as recorded in Map Book 16, Page 153, In the Office of the Judge of Probate of Shelby County, Alabama

WHEREAS, the Borrower executed and delivered to Lender a mortgage in the sum of Two Hundred Seventy Thousand dollars (\$270,000.00)*, which mortgage is a lien on the same above-referenced property in the records of Shelby County: * recorded concurrently here w/ A/B ^{not to exceed}

WHEREAS, Lender has required that as a condition of its loan to Borrower that the lien of the mortgage executed by Borrower to the Subordinating Lender be subordinated to the lien of the mortgage executed by Borrower to Lender, to which Subordinating Lender has agreed under the conditions provided herein.

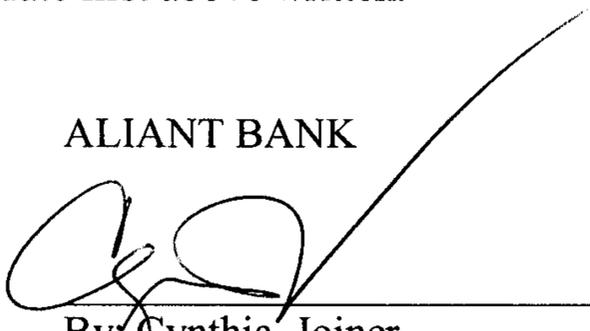
NOW THEREFORE, intending to be legally bound hereby, the undersigned agrees as follows:

1. That the lien of mortgage executed by the Borrower to Subordinating Lender shall be subordinated to the lien of the mortgage executed by the Borrower to Lender provided that the lien of the mortgage to Subordinating Lender shall be subordinated to the lien of the mortgage to Lender only to the extent that the lien of the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.
2. That the mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated both in lien and in payment to the mortgage executed by the Borrower to Lender to the extent that the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.

3. That to the extent that the mortgage of Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property, the lien of the mortgage executed by Borrower to Lender shall not be affected or impaired by the judicial sale under a judgment recovered under the mortgage made by the said Borrower to Subordinating Lender, but any such sale shall be subject to the lien of the said mortgage executed by the Borrower to Lender as well as any judgment obtained upon the bond or note secured thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of the date first above written.

ALIANNT BANK

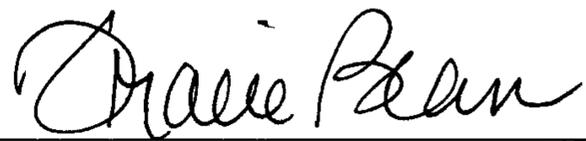

By: Cynthia Joiner
Its: Branch Manager

NOTARY

STATE OF ALABAMA
COUNTY

I, the undersigned, a notary public in and for said state and county, hereby certify that Cynthia Joiner, whose name as Branch Manager of Aliant Bank, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this date that the statements and representations made therein are true, and being informed of the contents of the foregoing agreement, and in his capacity as aforesaid, he executed the same voluntarily on behalf of said company.

Dated this 27th day of March, 2009.


Notary Public
My Commission Expires: Aug 21, 2011
Tracie Bean

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 21, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS



20090424000151830 3/3 \$17.00
Shelby Cnty Judge of Probate, AL
04/24/2009 01:07:18PM FILED/CERT

EXHIBIT A - LEGAL DESCRIPTION

Tax ID Number(s): **101020008031000**

Land situated in the County of **Shelby** in the State of **AL**

**LOT 31, BLOCK 7, ACCORDING TO THE SURVEY OF COBBLESTONE SQUARE
SUBDIVISION, AS RECORDED IN MAP BOOK 16, PAGE 153, IN THE OFFICE OF
THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**

Commonly known as: **386 Rockport Lane, Birmingham, AL 35242**



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