

This Document Prepared By:

Michael W. Barger
707 Olde Towne Circle
Alabaster, Alabama 35007



20090515000183440 1/7 \$29.00
Shelby Cnty Judge of Probate, AL
05/15/2009 11:25:04 AM FILED/CERT

After Recording Send To:

Citimortgage, Inc.

Assessor's Parcel Number: 13-7-35-3-001-002.061

SUBORDINATION AGREEMENT

TITLE OF DOCUMENT

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.

STATE OF ALABAMA
SHELBY COUNTY

This Subordination Agreement, made this 6th day of April, 2009 by **CitiFinancial Corporation, LLC** (hereinafter referred to as Beneficiary), present owner and holder of the Mortgage and note first hereafter described, and **Citimortgage, Inc., its successors and/or assigns, as their respective interest may appear** (hereinafter referred to as "Lender");

WITNESSETH

THAT WHEREAS, **Michael W. Barger, Lisa A. Barger**, (hereinafter referred to as "Owner") did execute a Mortgage, dated **October 31, 2007** to **CitiFinancial Corporation, LLC** as Mortgagee, covering that certain real property described as follows:

LOT 21, ACCORDING TO THE SURVEY OF OLDE TOWNE FOREST, SECOND ADDITION, AS RECORDED IN MAP BOOK 12, PAGE 85, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY ALABAMA.

to secure a note in the sum of **\$15,666.50** dated **October 31, 2007**, in favor of **CitiFinancial Corporation, LLC** which Mortgage was recorded **November 2, 2007**, as INSTRUMENT/FILE NO. **200711020005 07390**, Official Records of said county, and

WHEREAS, Owner has executed, or is about to execute, a Mortgage and note not to exceed the sum of \$ 164,326.00 dated May 1st, 2009, in favor of Lender, payable with interest and upon the terms and conditions described therein, which Mortgage is to be recorded concurrently herewith; and

Loan No. 142778

WHEREAS, It is a condition precedent to obtaining said loan that said Mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Mortgage first mentioned, Owner has requested Beneficiary to subordinate Beneficiary's lien to the lien about to be taken by the Lender; and

WHEREAS, Lender is willing to make said loan provided the Mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Mortgage first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage in favor of the Lender; and

WHEREAS, It is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Mortgage first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, 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 to as follows:

- (1) That said Mortgage securing said note in favor of Lender, 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 the Mortgage first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any contained in the Mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

After Recording Send To:
Citimortgage, Inc.



20090515000183440 3/7 \$29.00
Shelby Cnty Judge of Probate, AL
05/15/2009 11:25:04 AM FILED/CERT

Loan No. 142778

- (a) Lender in making disbursements pursuant to any such agreement is under no obligation or 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.
- (b) It intentionally subordinates the lien or charge of the Mortgage first above mentioned in favor of the lien or charge upon said land of the Mortgage in favor of Lender above referred to.

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 LAND.

After Recording Send To:
Citimortgage, Inc.

20090515000183440 4/7 \$29.00
Shelby Cnty Judge of Probate, AL
05/15/2009 11:25:04 AM FILED/CERT

Loan No. 142778

OWNER(S):

Michael W. Barger
Michael W. Barger

Lisa A. Barger
Lisa A. Barger

General Acknowledgement

STATE OF Alabama
Shelby COUNTY

I, Tomikée Sherell Nickerson a Notary Public in and for said County, in said State, hereby certify that **Michael W. Barger and Lisa A. Barger**, whose name(s) is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing conveyance, he/she/they executed the same voluntarily on the day the same bears date.

NOTARY STAMP/SEAL

Given under my hand and official seal of office this
10th day of April, 2009.

Tomikée Sherell Nickerson
NOTARY PUBLIC
My Commission Expires: 10/03/2012

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

After Recording Send To:
Citimortgage, Inc.



20090515000183440 5/7 \$29.00
Shelby Cnty Judge of Probate, AL
05/15/2009 11:25:04 AM FILED/CERT

Loan No. 142778

In witness whereof, the said PARTY(IES) HERETO has/have signed and sealed these presents the day and year first above written.

BENEFICIARY:

Citifinancial Corporation, LLC

Attest:

[Signature]

By: Tomikee Sherell Nickerson

Tomikee Sherell Nickerson IBM
Printed Name & Title

Secretary

STATE OF Alabama
Shelby **COUNTY**

I, Tomikee Sherell Nickerson, a Notary Public in and for said County, in said State, hereby certify that Michael + Lisa Barger, whose name as _____ of the _____, a limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

NOTARY STAMP/SEAL

Given under my hand and official seal of office this 6th day of April, A.D., 2009.

Tomikee Sherell Nickerson

NOTARY PUBLIC

Notary Commission Expires: 10/03/2012

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

After Recording Send To:
Citimortgage, Inc.



20090515000183440 6/7 \$29.00
Shelby Cnty Judge of Probate, AL
05/15/2009 11:25:04 AM FILED/CERT

Loan No.

142778

LENDER:

Citimortgage, Inc.

Attest:

Maudette Lee

By: Tomikee Sherell Nickerson

Tomikee Sherell Nickerson IBM

Printed Name & Title

Secretary

STATE OF

Alabama

Shelby

COUNTY

I, Tomikee Sherell Nickerson

, a Notary Public in and for said County, in said State, hereby certify that Michael + Lisa Barger, whose name as _____ of the _____, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

NOTARY STAMP/SEAL

Given under my hand and official seal of office this 16th day of April, A.D., 2009.

Tomikee Sherell Nickerson
NOTARY PUBLIC

Notary Commission Expires: 10/03/2012

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

After Recording Send To:

Citimortgage, Inc.



20090515000183440 7/7 \$29.00
Shelby Cnty Judge of Probate, AL
05/15/2009 11:25:04 AM FILED/CERT

EXHIBIT A

ALL THAT PARCEL OF LAND IN SHELBY COUNTY, STATE OF ALABAMA, AS MORE FULLY DESCRIBED IN DEED BOOK 1993, PAGE 39156, ID# 13-7-35-3-001-002.061, BEING KNOWN AND DESIGNATED AS:

LOT 21, ACCORDING TO THE SURVEY OF OLDE TOWNE FOREST, SECOND ADDITION, AS RECORDED IN MAP BOOK 12, PAGE 85, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY ALABAMA.

BY FEE SIMPLE DEED FROM THOMAS L. BURCH AND NANCY B. BURCH AS SET FORTH IN BOOK 1993 PAGE 39156 DATED 10/29/1993 AND RECORDED 12/08/1993, SHELBY COUNTY RECORDS, STATE OF ALABAMA.