



20090526000198430 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
05/26/2009 03:42:57 PM FILED/CERT

AFTER RECORDING, RETURN TO:

**HSBC**

Capture Center/Imaging

2929 Walden Ave.

Depew, NY 14043

CROSS REFERENCES:

Security Instrument at

Deed Book \_\_\_\_\_, Page \_\_\_\_\_

New South Federal Savings Bank

Security Instrument at

Deed Book \_\_\_\_\_, Page \_\_\_\_\_

## SUBORDINATION AGREEMENT

WHEREAS the undersigned **Providian national Bank, assigned to Mortgage Electronic Registration Systems, Inc.** (the "Original Lender") is the holder of a certain **Mortgage** (the "Security Instrument") executed by **Michael E. Kozlik**, dated **July 28, 1999**, to secure a note to Original Lender in the amount of **\$25,000.00**, said instrument encumbering certain property located at **401 Laurel Woods Trace, Shelby County, AL** ("the Property"), and being more particularly described on "Exhibit A" attached hereto; and

WHEREAS the Original Lender Security Instrument was recorded by the [Clerk of Superior Court, **Shelby County, AL.**, on \_\_\_\_\_ [date], in Instrument Number **1999-32888**; and

WHEREAS the Property is also encumbered by that certain Security Instrument held by **New South Federal Savings Bank** and its successors and assigns (the "**New South Federal Savings Bank Security Instrument**"), executed by **Michael E. Kozlik**, dated 5/14/09 [date], to secure a note to **New South Federal Savings Bank** in the amount of **\$108,953.00**, said instrument also encumbering the Property; and

WHEREAS the **New South Federal Savings Bank Security Instrument** was recorded by the [Clerk of Superior Court, **Shelby County, AL.**, on 5/26/09 [date], in Deed Book \* \_\_\_\_\_, Page \_\_\_\_\_;

and

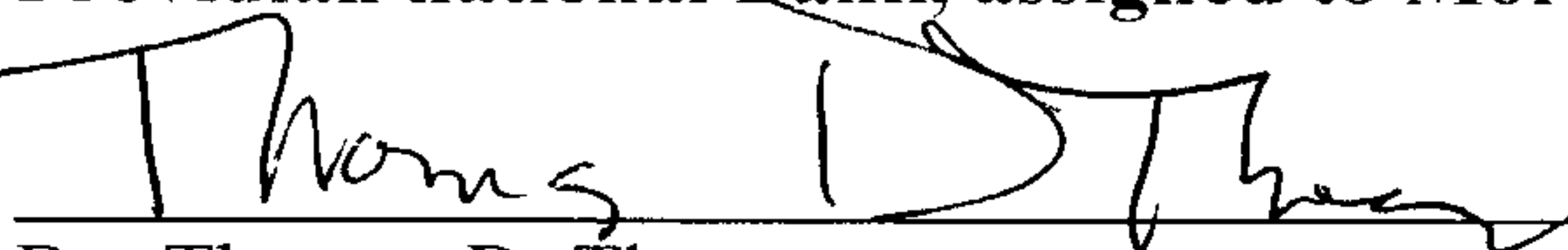
\* 20090526000198420

WHEREAS Original Lender and **New South Federal Savings Bank** desire to establish **New South Federal Savings Bank's** position as first priority lienholder on the Property, with full security interest, and the undersigned agrees that the Original Lender Security Instrument is, shall be, and is hereby made, subject and subordinate to the **New South Federal Savings Bank Security Instrument**, but, shall not be subordinate to any future advances taken under the **New South Federal Savings Bank Security Instrument**, except those corporate advances expressly permitted in the **New South Federal Savings Bank Security Instrument**;

• THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid to the undersigned, the undersigned hereby subordinates all right, title, and interest of the undersigned under the Original Lender Security Instrument to the right, title, and interest of New South Federal Savings Bank under the New South Federal Savings Bank Security Instrument, but, shall not be subordinate to any future advances taken under the New South Federal Savings Bank Security Instrument, except those corporate advances expressly permitted in the New South Federal Savings Bank Security Instrument. This subordination agreement shall be binding upon the successors and assigns of the undersigned and shall operate to the benefit of the holder of the New South Federal Savings Bank Security Deed and the successors and assigns thereof and of any purchaser at any foreclosure sale there under and shall apply with like force and effect to any renewal thereof.

WITNESS the hand and seal of the undersigned, this 12th day of May, 2009.

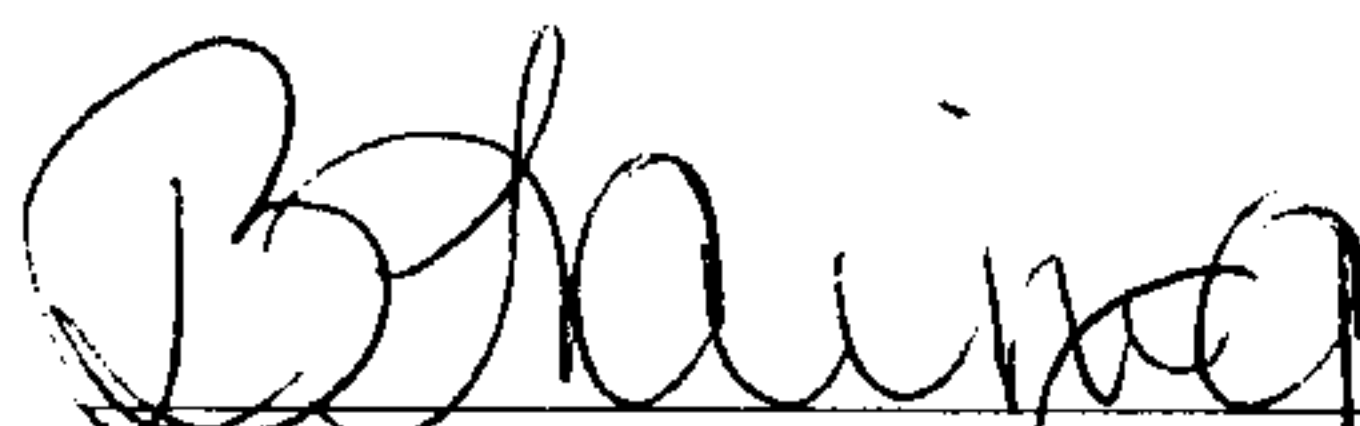
**Providian national Bank, assigned to Mortgage Electronic Registration Systems, Inc.**

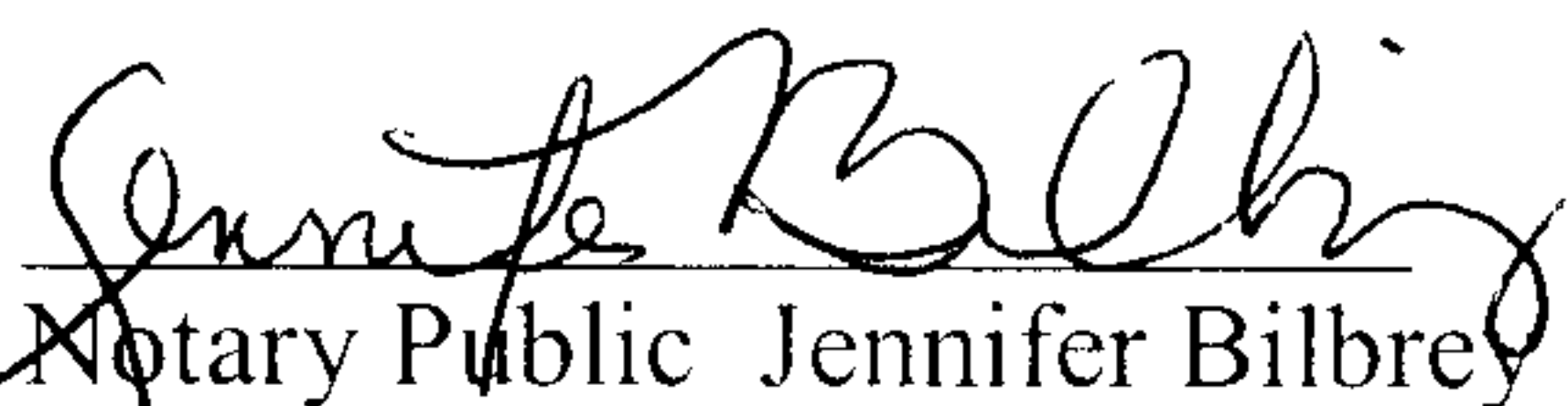


By: Thomas D. Thomas

Its: VICE PRESIDENT

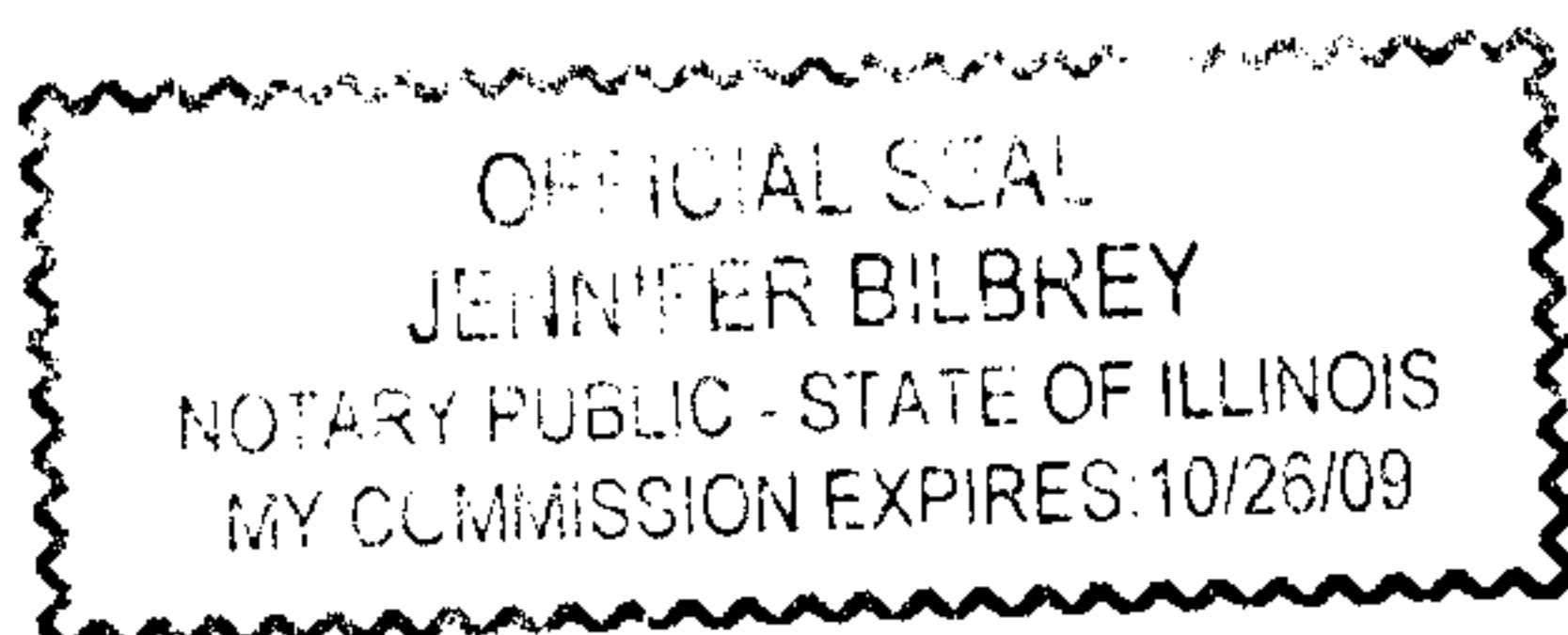
Signed, sealed and delivered  
in the presence of

  
Assistant Secretary: B. Laing

  
Notary Public Jennifer Bilbrey

My commission expires: 10.26.09

Seal:



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**EXHIBIT A**  
**LEGAL DESCRIPTION**

**LOT 41, ACCORDING TO THE SURVEY OF LAUREL WOODS, AS RECORDED IN  
MAP BOOK 16, PAGE 24, IN THE PROBATE OFFICE OF SHELBY COUNTY,  
ALABAMA.**



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