



20090529000203870 1/7 \$29.00
Shelby Cnty Judge of Probate, AL
05/29/2009 02:07:26 PM FILED/CERT

RECORD AND RETURN
- - TITLESERV, INC
ATTN: RECORDING DEPARTMENT
88 FROELICH FARM BLVD.
WOODBURY, NY 11797

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

Subordinate Account Number: 2714700768

SUBORDINATION AGREEMENT

2554377

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.

THIS AGREEMENT, made effective March 4, 2009, by

Stephen N. Harrison and Lisa S. Harrison

owner(s) of the land described as

SEE ATTACHED EXHIBIT "A"

located in the City/County of Shelby, State of Alabama, and hereinafter referred to as "Owner", and
Citibank, N.A.


present owner and holder of the Security Instrument and Note first hereinafter described and
hereinafter referred to as "Creditor."

WITNESSETH

THAT WHEREAS, Owner did execute a Security Instrument (mortgage, deed of trust, or deed to secure debt), dated on or about October 15, 2008, covering the above described property to secure a Note in the original sum of \$63,000.00, dated October 15, 2008 in favor of Citibank, N.A., which Security Instrument was recorded on October 30, 2008 in Book , Page and/or as Instrument Number 20081030000421780 in the Official Records of the City/County and State above mentioned, which is hereinafter referred to as "Creditor's Security Instrument," and

WHEREAS, Owner has executed, or is about to execute, a Security Instrument (mortgage, deed of trust, or deed to secure debt) and note in the sum of \$300,000.00 dated March 4, 2009 in favor of CitiMortgage, Inc., hereinafter referred to as "Lender," payable with interest and upon the terms of conditions described therein, which Security Instrument is to be recorded concurrently herewith, which is hereinafter referred to as "Lender's Security Instrument"; and

WHEREAS, it is a condition precedent to obtaining said loan that said Lender's Security Instrument shall unconditionally be and remain at all times a lien or charge upon the above described property, prior and superior to the lien or charge of Creditor's Security Instrument; and


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SCHEDULE A - LEGAL DESCRIPTION

The following described real estate situated in Shelby County, Alabama, to wit:

Lot 5, according to the Survey of Mill Springs Estates, 2nd Sector, as recorded in Map Book 25, Page 95, in the Probate Office of Shelby County, Alabama. Mineral and mining rights excepted.

For Informational Purposes Only: 717 MILL SPRINGS LANE , BIRMINGHAM, AL 35244

Reference #: 01120536503

Record Owner(s): STEPHEN N. HARRISON, LISA S. HARRISON

COUNTY: _____ **PARCEL ID:** 102100006005000 **BLOCK:** _____ **LOT:** _____

This Schedule A has been made accessible via our website for **review only** purposes. The final Schedule will be included with your Title Commitment. Any changes made to the Schedule which have not been sanctioned by our company will not be included in the title policy and therefore will not be insured.

TITLESERV OF NEW JERSEY, INC.
CIE-2554377

WHEREAS, Lender is willing to make said loan provided that Lender's Security Instrument is a lien or charge upon the above described property prior and superior to the lien or charge of Creditor's Security Instrument and provided that Creditor will specifically and unconditionally subordinate the lien or charge of Creditor's Security Instrument to the lien or charge of Lender's Security Instrument; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that Lender's Security Instrument shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of Creditor's Security Instrument.

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

- (1) That Lender's Security Instrument, securing said note in favor of Lender and any renewals or extensions 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 Creditor's Security Instrument.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) That this Subordination Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of Creditor's Security Instrument to the lien or charge of Lender's Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between Lender's Security Instrument and Creditor's Security Instrument, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in Creditor's Security Instrument which provide for the subordination of the lien or charge thereof to another Security Instrument or Instruments.

Creditor declares, agrees and acknowledges that

- (a) Creditor consents to and approves (i) all provisions of the note and Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursement pursuant to any such agreement is under no obligation 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;
- (c) Creditor intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of Creditor's Security Instrument in favor of the lien or charge upon said land of Lender's Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

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
THE LAND.

CREDITOR:
CitiMortgage, Inc.

By: Jodi McGill
Printed Name: Jodi McGill
Title: Assistant Vice President

OWNER

Stephen N. Harrison
Stephen N. Harrison

Lisa S. Harrison
Lisa S. Harrison

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE of Missouri}

} ss.

COUNTY of St. Charles}

On March 2, 2009 before me, Mark Deering, a Notary Public in and for
said state, personally appeared Jodi McGill, Assistant Vice President of CitiMortgage, Inc.,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
who executed the within Subordination Agreement on behalf of said corporation and
acknowledged to me that he/she/they, being authorized to do so, executed the same for the
purposes therein stated.

WITNESS my hand and official seal.

Mark Deering
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

MARK DEERING
Notary Public-Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: April 3, 2009



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STATE of Alabama)
CITY/COUNTY of Fairbairn) SS.
On March 4, 2009 before me, Willard McRay Langston, Notary Public, personally
appeared Lisa Renee Harrison

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose names(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Willard McRay Langston
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

STATE of Alabama)
CITY/COUNTY of Fairbairn) SS.
On March 4, 2009 before me, Willard McRay Langston, Notary Public, personally
appeared Stephen Neal Harrison

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose names(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Willard McRay Langston
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

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STATE of Alabama)
CITY/COUNTY of Jefferson) SS.
On March 4, 2009 before me, William McRay Loughton, Notary Public, personally
appeared Leann Lee Harrison

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose names(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

William McRay Loughton
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

STATE of Alabama)
CITY/COUNTY of Jefferson) SS.
On March 4, 2009 before me, William McRay Loughton, Notary Public, personally
appeared Stephen Neal Harrison

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose names(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

William McRay Loughton
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL



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