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20090819000319630 1/7 \$31.00
Shelby Cnty Judge of Probate, AL
08/19/2009 01:13:44 PM FILED/CERT

Prepared By: JO Ann Bibb
Citibank
1000 Technology Dr MS 321
O'Fallon, MO 63368

Account # 109062414816000

Space Above This Line for Recorder's Use Only

A.P.N.: _____ Order No.: _____ Escrow No.: _____

C# 3339116

R# 334477

SUBORDINATION AGREEMENT

Record 2nd

@ 15904130-02

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 this 28th day of July, 2009, by

Jeffrey M. Carter And Michelle C. Carter, Owner(s) of the land hereinafter describe and hereinafter referred to as "Owner," and

Citibank, N.A., SUCCESSOR BY MERGER TO CITIBANK, FSB as successor to Capital One Home Loans, LLC present owner and holder of the mortgage or deed of trust and related note first hereinafter described and hereinafter referred to as "Creditor."

WITNESSETH

THAT WHEREAS, Owner has executed a mortgage or deed of trust, dated on or about July 31, 2009, to Creditor, covering:

SEE ATTACHED EXHIBIT "A"

To secure a note in the sum of \$ 39,650, dated 5/31/2007, in favor of Creditor, which mortgage or deed of trust was recorded on 6/15/2007 in Book _____, Page _____, and/or Instrument # 20070615000282970, in the Official/ Records of the Town and

WHEREAS, Owner has executed, or is about to execute, a mortgage or deed of trust and a related note in a sum not greater than \$ 267,144 to be dated no later than July 31, 2009, in favor of MERS, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage or deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said mortgage or deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before described, prior and superior to the lien or charge of the mortgage or deed of trust first above mentioned; and

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

CONTINUATION OF SUBORDINATION AGREEMENT

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

WHEREAS, it is the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that the mortgage or deed of trust 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 or deed of trust in favor of the Creditor 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 as follows:

- (1) That said mortgage or deed of trust securing said note in favor of Lender, 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 or deed of trust in favor of the Creditor 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 or deed of trust in favor of the Creditor first above mentioned to the lien or charge of the mortgage or deed of trust in favor of the Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages or deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the mortgage or deed of trust in favor of the Creditor first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or deed of trust to another mortgage or deed of trust.

Creditor declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provisions of the mortgage or deed of trust and the related note 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 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 agreements shall not defeat the subordination herein made in whole or part;
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage or deed of trust in favor of the Creditor to the lien or charge upon said land of the mortgage or deed of trust in favor of Lender above referred to 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
- (d) If requested by Lender, an endorsement has been placed upon the note secured by the mortgage or deed of trust first above mentioned in favor of the Creditor that said mortgage or deed of trust has by this instrument been subordinated to the lien or charge of the mortgage or deed of trust 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 THE LAND.

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE



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CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR:

CITIBANK, N.A.

By [Signature]
Printed Name Jo Ann Bibb
Title Assistant Vice President

OWNER:

[Signature]
Printed Name Jeffery M Carter
Title Owner

[Signature]
Printed Name Michelle C Carter
Title Owner

Printed Name _____
Title _____

Printed Name _____
Title _____

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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

STATE OF MISSOURI
County of ST.CHARLES) Ss.

On 7-28-09, before me, Kevin Gehring personally appeared Jo Ann Bibb
Assistant Vice President of
Citibank N.A.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(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.



Notary Public in said County and State

[Signature]
Kevin Gehring

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STATE OF Al
County of Shelby) Ss.

On 31 July 2009, before me,
Bona Brown personally appeared
Jeffery M Carter and Michelle C. Carter

whose name(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.

✓

Bona Brown
Notary Public in said County and State
Bona Brown 05/06/10

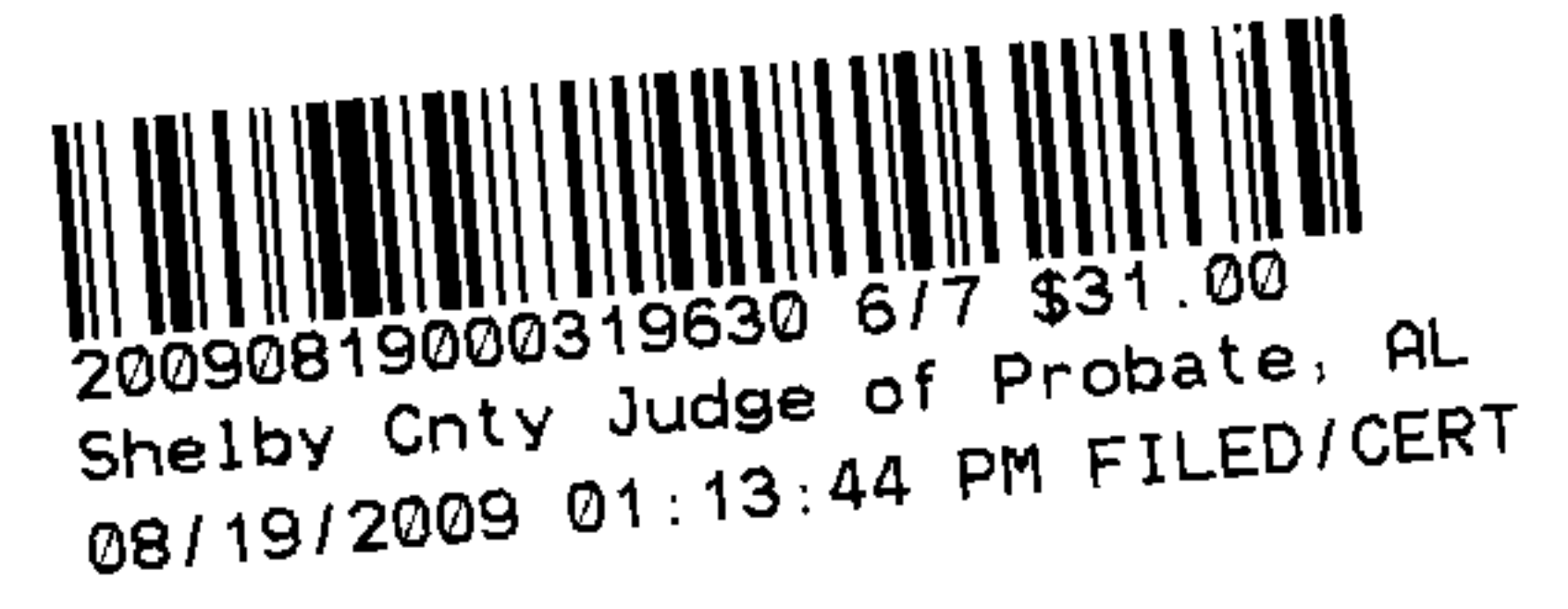


EXHIBIT A - LEGAL DESCRIPTION

Tax ID Number(s): **204170000005.015**

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


TWO PARCELS OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 1 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL I:

COMMENCING AT A 1/2" REBAR SET, WITH A CAP STAMPED "S. WHEELER RPLS 16165", AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE SOUTH 00 DEGREES 08 MINUTES 31 SECONDS EAST, ALONG THE WEST LINE OF SAID SIXTEENTH SECTION, A DISTANCE OF 665.65 FEET TO A 1/2" REBAR SET, WITH A CAP STAMPED "S. WHEELER RPLS 16165", AT THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 08 MINUTES 31 SECONDS EAST, ALONG THE WEST LINE OF SAID SIXTEENTH SECTION, A DISTANCE OF 665.65 FEET TO A POINT; THENCE SOUTH 89 DEGREES 54 MINUTES 57 SECONDS EAST, A DISTANCE OF 3399.82 FEET TO A POINT ON THE WEST RIGHT OF WAY OF COUNTY HIGHWAY NO. 5; THENCE NORTH 03 DEGREES 48 MINUTES 26 SECONDS WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 20.12 FEET TO A POINT; THENCE THENCE SOUTH 89 DEGREES 54 MINUTES 57 SECONDS WEST, A DISTANCE OF 3145.31 FEET TO POINT; THENCE NORTH 00 DEGREES 02 MINUTES 53 SECONDS EAST, A DISTANCE OF 645.81 FEET TO A POINT; THENCE NORTH 89 DEGREES 57 MINUTES 07 SECONDS WEST, A DISTANCE OF 255.25 FEET TO THE POINT OF BEGINNING.

PARCEL II:

COMMENCING AT A 1/2" REBAR SET, WITH A CAP STAMPED "S. WHEELER RPLS 16165", AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE SOUTH 00 DEGREES 08 MINUTES 31 SECONDS EAST, ALONG THE WEST LINE OF SAID

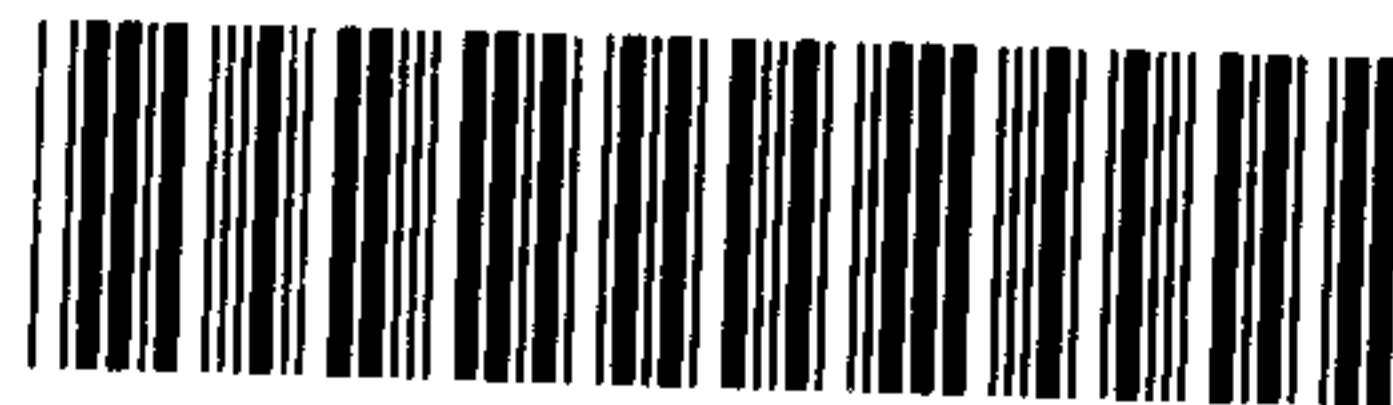

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SIXTEENTH SECTION, A DISTANCE OF 434.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 08 MINUTES 31 SECONDS EAST, ALONG THE WEST LINE OF SAID SIXTEENTH SECTION, A DISTANCE OF 231.66 FEET TO A POINT; THENCE SOUTH 89 DEGREES 57 MINUTES 07 SECONDS EAST, A DISTANCE OF 472.08 FEET TO A POINT; THENCE NORTH 39 DEGREES 09 MINUTES 32 SECONDS WEST, ALONG AN EXISTING FENCE, A DISTANCE OF 213.56 FEET TO A POINT; THENCE NORTH 55 DEGREES 49 MINUTES 18 SECONDS WEST, ALONG AN EXISTING FENCE, A DISTANCE 85.17 FEET TO A POINT; THENCE NORTH 75 DEGREES 37 MINUTES 56 SECONDS WEST ALONG AN EXISTING FENCE, A DISTANCE OF 35.84 FEET TO A POINT; THENCE SOUTH 84 DEGREES 59 MINUTES 09 SECONDS WEST ALONG AN EXISTING FENCE, A DISTANCE OF 147.61 FEET TO A POINT; THENCE NORTH 75 DEGREES 11 MINUTES 35 SECONDS WEST, ALONG AN EXISTING FENCE, A DISTANCE OF 88.52 FEET TO THE POINT OF BEGINNING.

EASEMENT DESCRIPTION:

BEGINNING AT A 1/2" REBAR SET, WITH A CAP STAMPED "S. WHEELER RPLS 16165", AT THE NW CORNER OF THE SE 1/4 OF THE NW 1/4 OF SAID SEC 17; THENC N 00 DEG 8' 31" E, A DISTANCE OF 81.41' TO THE S RIGHT OF WAY OF THE AUSTIN FARM ROAD; THENC N 89 DEG 55' 18" E, A DISTANCE OF 30' TO A POINT; THENCE S 00 DEG 8' 31" E A DISTANCE OF 530.16' TO A POINT, THENC N75 DEG 11' 35" W, A DISTANCE OF 33.10' TO A POINT, THENC N00 DEG 8' 31" W A DISTANCE OF 434.00' TO THE POINT OF BEGINNING.

Commonly known as: 1726 Alston Farm Rd, Columbiana, AL 35051



U00851384

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