

2134 D009-038347
WNS

(Do not write above this line. This space is reserved for recording.)

Bank of America



**Real Estate Subordination Agreement
(Bank of America to Bank of America)**

PARCEL TAX MAP ID NO. 10-2-10-0-009-006-000

75931053

This instrument was prepared by
and after recording returned to:

Bank of America, N.A. Collateral Tracking
9000 Southside Blvd., Bldg 700
Jacksonville, FL 32256

Loan Account being subordinated#: **1336845462503**

CRESS/HFS File No. **7041915**

New Senior Loan Acct # 6162770033

This Real Estate Subordination Agreement ("Agreement") is executed as of August 19, 2009, by Bank of America, N.A., having an address of 9000 Southside Blvd, Bldg 700 Jacksonville, FL 32256 ("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of: Bank of America, 4161 Piedmont Parkway, Greensboro, NC 27410 ("Bank of America, N.A."),

Whereas, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated **06/06/2008** executed by **DEIDRE J. CONOVER AND JASON W. BLANKENSHIP** and which is recorded on **06/10/2008** in Book at Page, and if applicable **2008-236590**, of the land or torrens records of SHELBY County, State of AL as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described in therein (said land and such improvements, appurtenances and other rights and interests regarding said land, if any, as are described in the Senior Lien being called herein collectively, the "Property"; and

Whereas, Bank of America has been requested to make a loan, line of credit or other financial accommodation to **DEIDRE J. CONOVER AND JASON W. BLANKENSHIP, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP** (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed or trust, deed to secure debt or mortgage (the "Junior Lien"), covering, without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of the Bank of America in the maximum principal face amount of \$ **413,121.00** (the "Principal Amount"), [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of _____ % for a period not to exceed _____ months], including provisions for acceleration and payment of collection costs (the "Obligation"); the Junior Lien and the Obligation to contain such other terms and provisions as Bank of America and Borrower shall determine; and

20090831000334790 2/3 \$17.00
Shelby Cnty Judge of Probate, AL
08/31/2009 10:44:18 AM FILED/CERT

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Bank of America's Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Bank of America's Junior Lien only to the extent of the Principal Amount of the Obligation and any amounts advanced pursuant to the terms of the Obligation or the security instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the Property or Bank of America's rights in the Property or foreclosure. All other rights of Subordinator now or hereafter existing in or with respect to the Senior Lien, are and shall remain completely and unconditionally subordinate, to the Junior Lien and the rights of Bank of America regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

This Agreement shall inure to the benefit of the Subordinator and Bank of America and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.

Bank of America, N.A.

By:

Printed name: **JOHN L. TYMONY**
Title: **Asst Vice President**

Date : August 19, 2009

Witness #1 Signature (FL & CT Only)

Witness Printed Name **LETRECE MCCOY**

Witness #2 Signature (FL & CT Only)

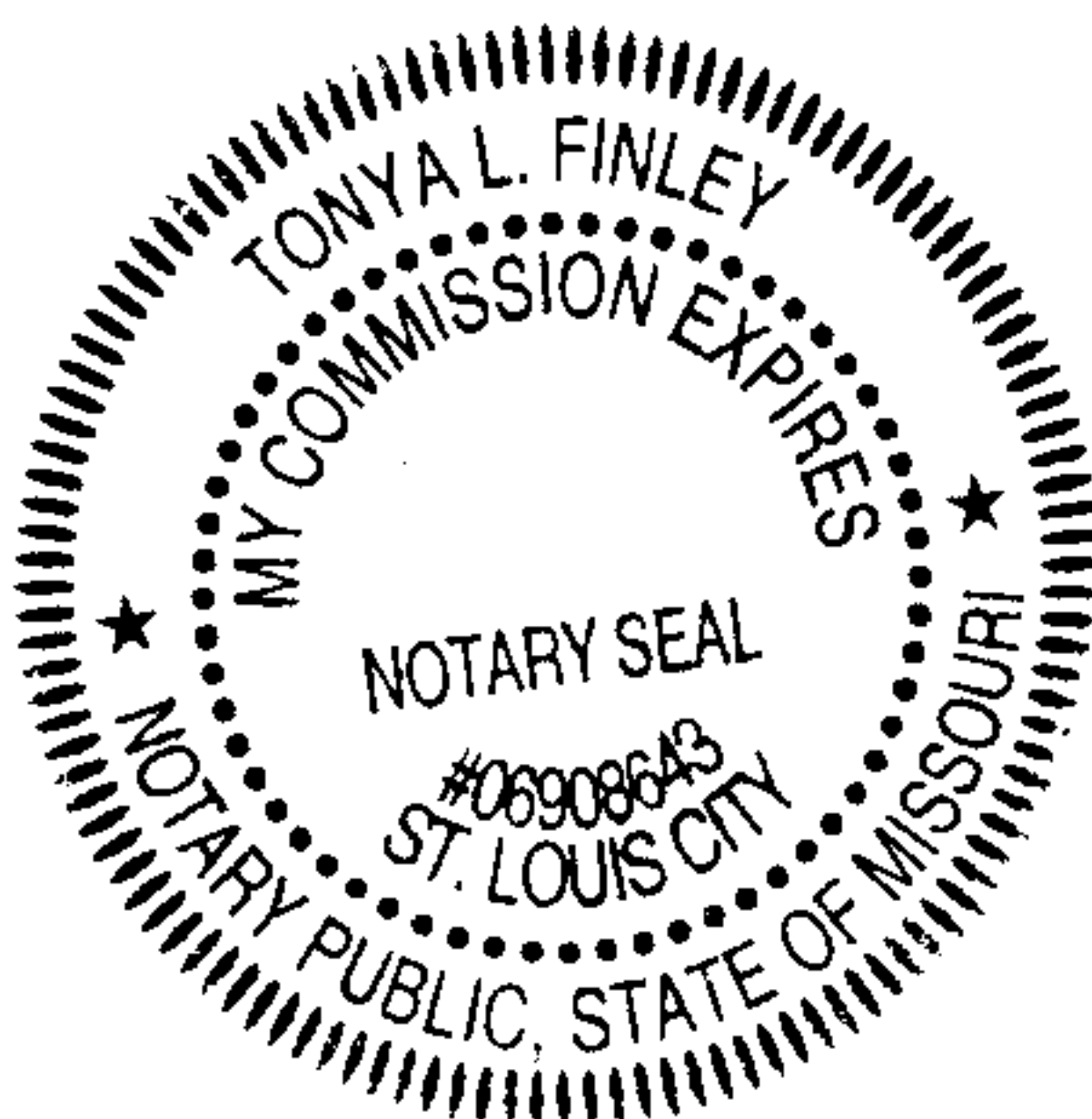
Witness Printed Name **LOIS SMITH**

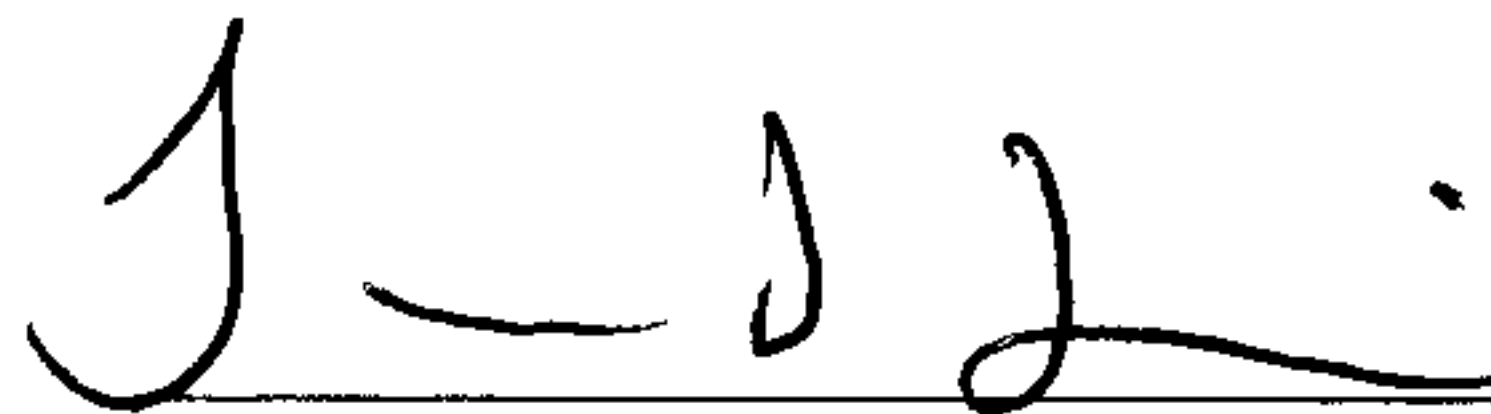
State of MISSOURI
City of St. Louis

Bank of America Acknowledgement

On this day, August 19, 2009, before me, **TONYA L. FINLEY**, the undersigned officer, personally appeared **JOHN L. TYMONY** who, being duly sworn by me, acknowledged him/herself to be the **ASST VICE PRESIDENT** of Bank of America, N.A., and that (s)he, as such **ASST VICE PRESIDENT**, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him/herself as **ASST VICE PRESIDENT**.

In witness whereof, I hereunto set my hand and official seal.
(SEAL)





Signature of Person Taking Acknowledgement

Printed name: **TONYA L. FINLEY**

Commission Expiration Date: **07/10/10**

1831 Chestnut St., 6th Fl

St. Louis, MO 63103



20090831000334790 3/3 \$17.00
Shelby Cnty Judge of Probate, AL
08/31/2009 10:44:18 AM FILED/CERT

Appraisal * Title * Settlement * Default

290 Bilmar Drive Pittsburgh, PA 15205-2550

Phone:412.921.7400 * Toll Free:800.753.3339 * Fax:412.921.7447 * Toll Free:800.252.1465 * www.nreis.com

ORDER: D009-038347

RE: CONOVER, DEIDRE J

124 WATERLOO BEND
BIRMINGHAM, AL 35242
SHELBY COUNTY

LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY
COUNTY, ALABAMA, TO-WIT:

LOT 6, ACCORDING TO THE SURVEY OF LAKE WELLINGTON ESTATES,
AS RECORDED IN MAP BOOK 38, PAGE 90, IN THE PROBATE OFFICE
OF SHELBY COUNTY, ALABAMA.

ADDRESS: 124 WATERLOO BEND; BIRMINGHAM, AL 35242.



U00876361

2134 8/25/2009 75931053/1