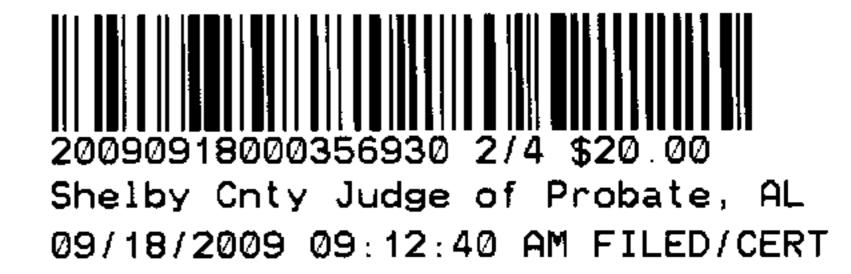
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RECORDINGREQUESTED BY

20090918000356930 1/4 \$20.00 Shelby Cnty Judge of Probate, AL 09/18/2009 09:12:40 AM FILED/CERT

AND WHEN RECORDED MAIL TO:

Citibank 1000 Technology Dr. O'Fallon, MO 63368	1090817001030	ገብብ					
Citibank Account No.: _	1070017001030	500					
	Space	Above This Line fo	r Recorder's U	Jse Only			
A.P.N.:	Order No.	:		Escrov	w No.:		
	SU	BORDINATION	AGREEM	1ENT			
INTEREST IN	S SUBORDINATION THE PROPERTY EN OF SOME OTH	BECOMINGSU	BJECT TO	O AND C	F LOWER	RPRIORITY	
THIS AGREEMENT, ma	de this 28th	_day of _Aug	<u>ıst</u>	2009	_, by		
Theodore I	R. Keller	and	Melynda	a Farris	Keller		
present owner and holder referred to as "Creditor."				first here	inafter des cr	ribed and hereina	fter
		WITNES	SETH				
THAT WHEREAS, Ow	ner has executed a r	nortgage or deed	d of trust, d		or about editor, cove	ering:	
	SE	E ATTACHED	EXHIBIT	Γ" A "			
To secure a note in the secure and t	ge or deed of trust w , Page	as recorded on and/or a	s Instrumer	5th_, nt No	, <u>2007</u> , 200707050		
WHEREAS, Owner has greater than \$ 198 upon the terms and concentration therewith; and	,921.00 , to be	dated no later th here	an nafter refer	rred to as	Lender,"	payable with int	in favor of terest and
WHEREAS, it is a cond mentioned shall unconditioned prior and superior to the	tionally be and rem	ain at all times a	lien or cha	arge upor	n the land h	erein before des	



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.

Creditor declares, agrees and acknowledges that

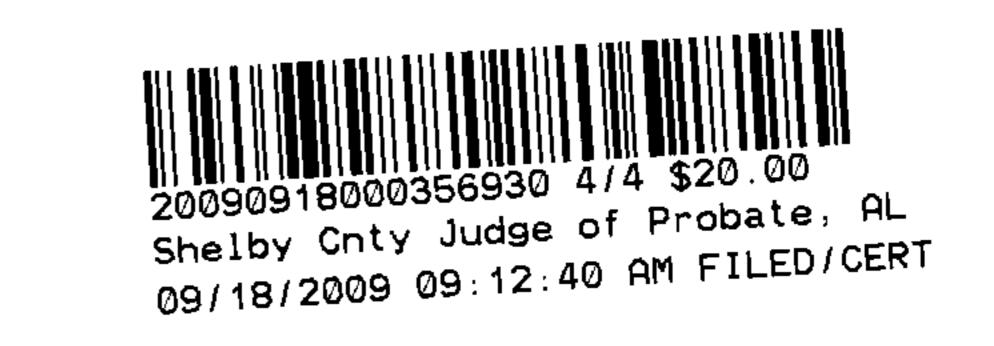
- (a) It consents to and approves (i) all provisions of the mortgage or deed of trust and the related note in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's 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

CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR:					
Citibank N.A	4//				
By					
OWNER:					
Printed Name					
Title		·			
Printed Name			-		
Title		-1			
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- •	/ A T T . CIT/CINT A CITI	TOPO BATION DE	A CIZNOUT EDCE		-
	(ALL SIGNATI	JKES MUSI BE	ACKNOWLEDGEI))	
IT IS RI	ECOMMENDED THAT, PRIOR				
	CONSULT WITH THEIR	AIIOKNEIS WIIF	KESPECI IHEKEIO	•	
	•				
STATE OF	MISSOURI)			
	ST.LOUIS		Ss.		
ንn <i>8/28/</i> በዓ	before me, _Kevin Gehring	personally	appeared Brian Wa	alston Assistan	ıŧ
	of Citibank N.A	porsonarry	appourou_Ditail (
	to me (or proved to me on t			-	
•	scribed to the within instruction authorized capacity(ies),		_	-	
	ntity upon behalf of which th		•		
Witness my hand a	and official seal.				
MP1/IA)	CELICIAIC				
Notary Publi	GEHRANG C - Notary Seal	N	otary Public in said	County and State	
State of Missou	ri, St Louis County n # 05399909				
My Commission E	xpires Dec 30, 2009				
			//		



County of)) Ss.	
On	, before me,	personally appeared
	andand	
same in his/her/their auth		nowledged to me that he/she/they executed the their signature(s) on the instrument the person(s), he instrument.
Witness my hand and offi	cial seal.	
-	Nota	ry Public in said County and State

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