## RECORDING REQUESTED BY

20090929000369880 1/4 \$20.00 Shelby Cnty Judge of Probate, AL 09/29/2009 12:32:34 PM FILED/CERT

#### AND WHEN RECORDED MAIL TO:

Citibank
1000 Technology Dr MS 321
O'Fallon, MO 63368

Account # 109080104147000
\_\_\_\_\_\_\_\_Space Above This Line for Recorder's Use Only\_\_\_\_\_\_\_

A.P.N.: \_\_\_\_\_\_Order No.: \_\_\_\_\_\_\_Escrow No.: \_\_\_\_\_\_\_

SUBORDINATION AGREEMENT

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 21<sup>st</sup> day of September, 2009, by

<u>David L. Graham</u> And <u>Bridget H. Graham</u>, Owner(s) of the land hereinafter describe and hereinafter referred to as "Owner," and

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

#### WITNESSETH

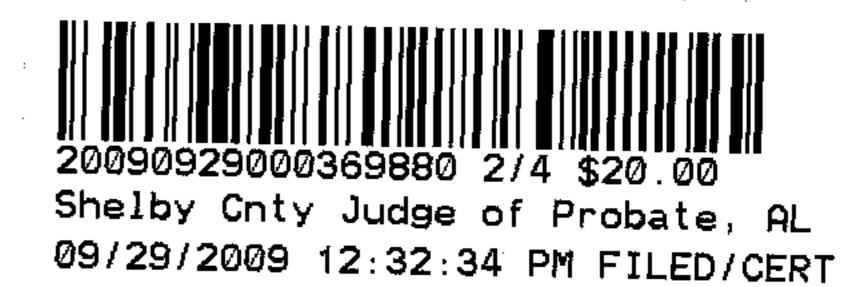
### SEE ATTACHED EXHIBIT "A"

To secure a note in the sum of \$\frac{64,400}{0.400}\$, dated \$\frac{5/2/2006}{0.400}\$, in favor of Creditor, which mortgage or deed of trust was recorded on \$\frac{5/18/2006}{0.4000}\$ in Book \$\frac{1}{0.4000}\$, Page \$\frac{1}{0.4000}\$, and/or Instrument \$\pm\$ \$\frac{20060518000237210}{0.40000}\$, in the Official/ Records of the Town and

## Said lien was increased to \$126,100 as Instrument # 20080208000053870

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 that 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.

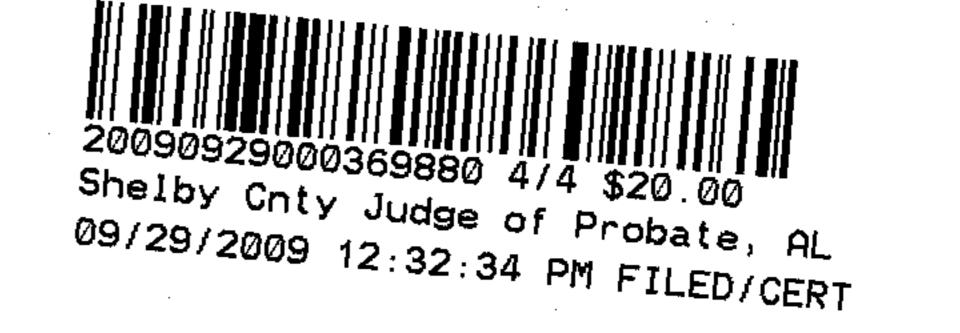


## CONTINUATION OF SUBORDINATION AGREEMENT

Shelby Cnty Judge of Probate, AL 09/29/2009 12:32:34 PM FILED/CERT

Cl	REDITOR:
By Pr	SITIBANK, N.A.  Sylvania Solding  Finted Name Jo Ann Bibb  Assistant Vice President
O'	WNER:
	rinted Name Printed Name  ttle Title
	rinted Name Printed Nametle 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.
Cin	TATE OF MISSOURI)
	ΓΑΤΕ OFMISSOURI) ounty ofST.LOUIS) Ss.
A Ci pe na sa	n 9-21-09, before me, K. Komorowski personally appeared Jo Ann Bibb ssistant Vice President of itibank N.A.  ersonally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose time(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the me in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the erson(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
$\mathbf{w}$	itness my hand and official seal.
	Klomorowski
	Notary Public in said County and State

K KOMOROWSKI
Notary Public - Notary Seal
State of Missouri
Commissioned for St Louis County
My Commission Expires: May 21, 2011
Commission Number: 07388495



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# EXHIBIT A

LOT 2033, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, AN EDDLEMAN COMMUNITY, 20<sup>TH</sup> SECTOR, AS RECORDED IN MAP BOOK 16, PAGE 148, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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