

20091103000410860 1/5 \$23.00  
Shelby Cnty Judge of Probate, AL  
11/03/2009 12:43:05 PM FILED/CERT

**M.I.S. FILE NO**

1079700

RECORDING REQUESTED BY:

**Record & Return To:**  
Mortgage Information Services  
4877 Galaxy Parkway, Ste I  
Cleveland, OH 44128

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

Subordinate Account Number: 630136541

**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 effective October 26, 2009, by

Cassie Irene Lord

owner(s) of the land described as

**SEE ATTACHED EXHIBIT "A"**

located in the City/County of Alabaster/Shelby, State of AL, 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 September 16, 2006, covering the above described property to  
secure a Note in the original sum of \$30,000.00, dated September 16, 2006 in favor of Citibank  
NA, which Security Instrument was recorded on September 1, 2006 in Book , Page  
and/or as Instrument Number 20060919000464750 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 \$92,919.00 dated October 26, 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

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





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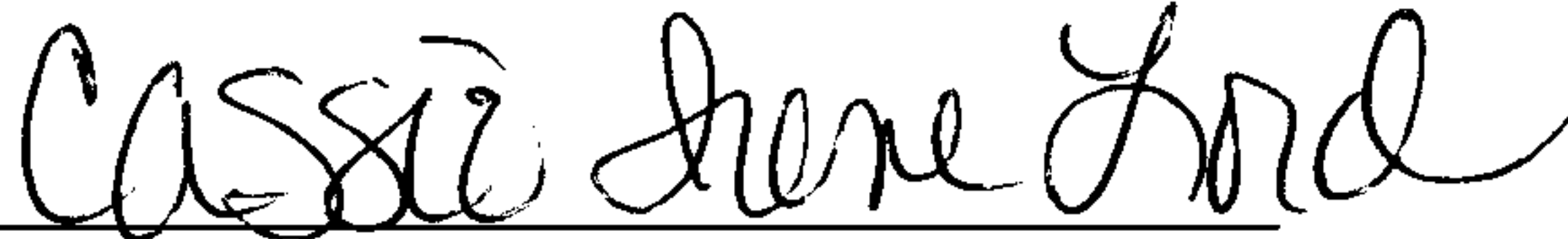
NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

CREDITOR:  
CitiMortgage, Inc.

KRISTEN COLOPY, OPS. MGR.  
CitiMortgage, Inc.  
1000 Technology Drive/MS 905  
O'Fallon, MO 63368  
(636) 261-8744  
(866) 533-4975 (efax)

By:   
Printed Name: Kristen Colopy  
Title: Assistant Vice President

OWNER:

  
Cassie Irene Lord

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

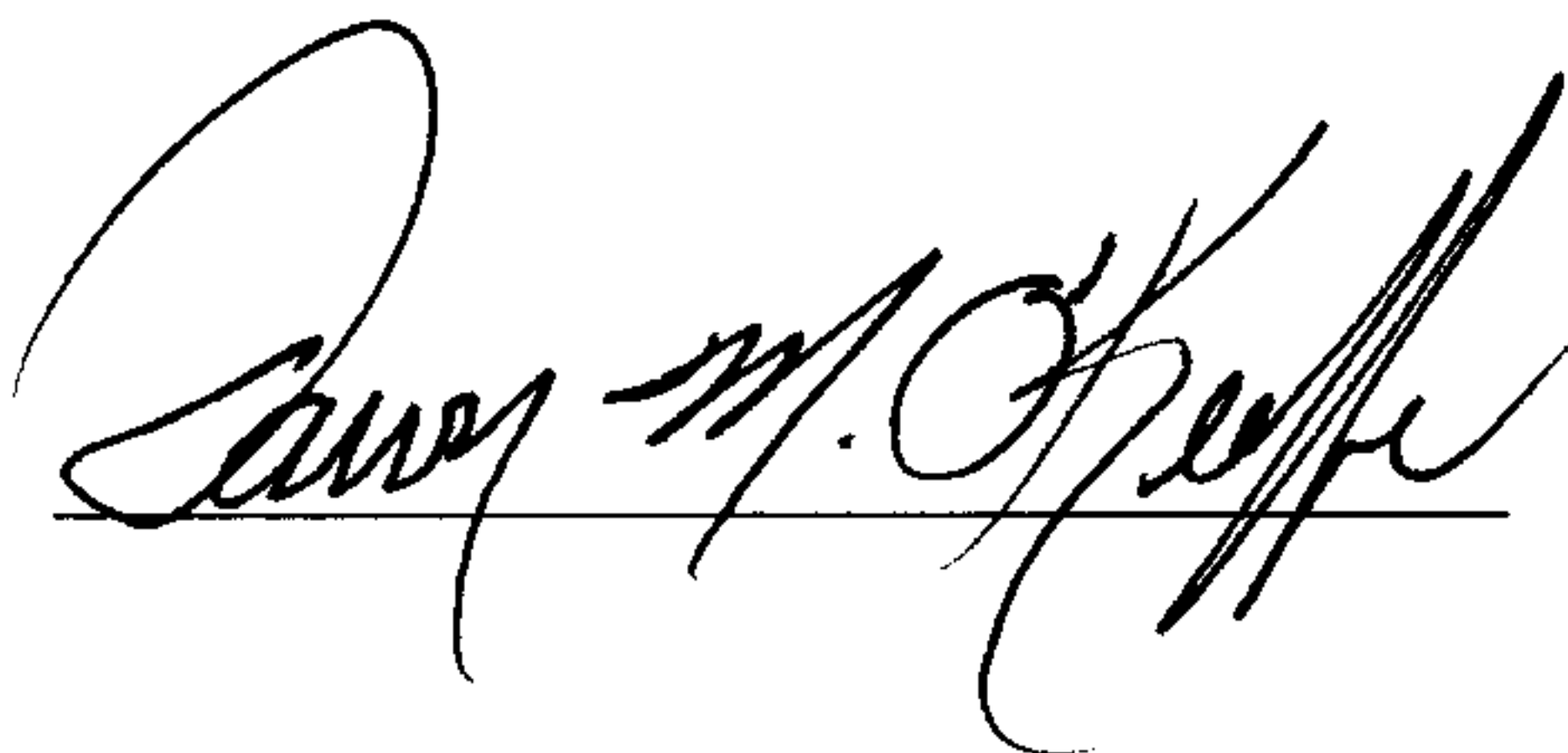
STATE of Missouri }

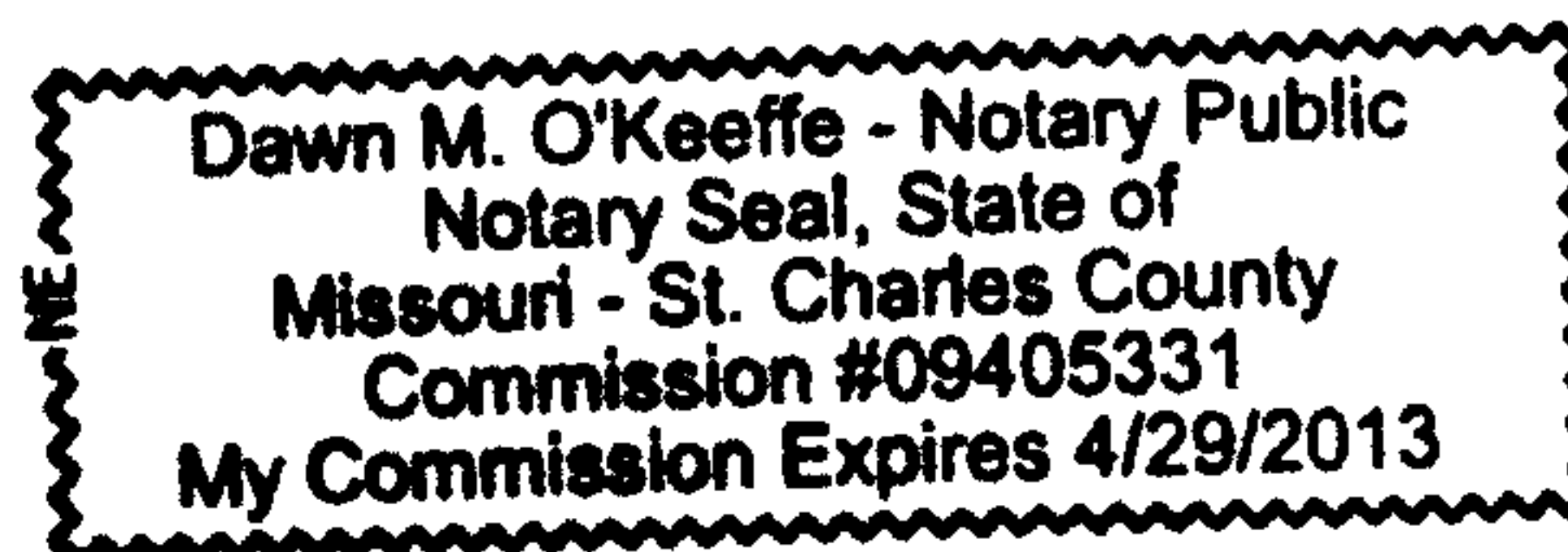
} ss.

COUNTY of St. Charles }

On 10.22.2009 before me, Dawn M. O'Keeffe, a Notary Public in and for said state, personally appeared Kristen Colopy, 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.





NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

\*\*\*

STATE of Alabama )  
CITY/COUNTY of Jefferson ) SS.  
On Oct 26, 2009 before me, Willard McCarty, Notary Public, personally  
appeared Eric Lee Loo

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 McCarty  
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

\*\*\*

STATE of \_\_\_\_\_ )  
CITY/COUNTY of \_\_\_\_\_ ) SS.  
On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally  
appeared \_\_\_\_\_

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.

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL



# Fidelity National Title Insurance Company

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## LEGAL DESCRIPTION

### EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA IN INSTRUMENT #2001-03895 AND IS DESCRIBED AS FOLLOWS:

LOT 4, BLOCK 8 ACCORDING TO THE SURVEY OF BERMUDA LAKE ESTATES FIRST SECTOR AS RECORDED IN MAP BOOK 9, PAGE 98, SHELBY COUNTY, ALABAMA RECORDS.

SUBJECT TO RESTRICTIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

APN: 232034001046094