



20091113000424730 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
11/13/2009 02:15:13 PM FILED/CERT

~~After Recording Return to:~~
First American #: 6109666 **N-3 2 of 2**)
prepared by:)
Marcus Brewington)
Bank of America,)
1305 Mall of Georgia Blvd #200)
Buford, GA 30519)

41381450

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SUBORDINATION AGREEMENT

STATE OF ALABAMA }
COUNTY OF SHELBY }

Dated: October 5, 2009

RENASANT BANK with a business mailing address of 2001 Park Place, Suite 100, Birmingham, Alabama 35203, **GRANTOR**, is the owner and holder of the following described real estate Mortgage (hereinafter, whether one or more, called "**MORTGAGE**") covering certain real estate in the County of Shelby, State of Alabama and executed by JUDITH ANN POLTORAK and MICHAEL R. POLTORAK, wife and husband, (hereinafter collectively called "the **BORROWERS**")

DATE OF MORTGAGE
March 23, 2006
Recorded March 31, 2006

RECORDED IN BOOK
20060331000150540

PAGE NO.

In the original principal indebtedness in the amount of:
Forty Thousand and 00/100 Dollars (\$40,000.00)

The Borrowers, residing at 94 Peaceful Valley Drive, Columbiana, Alabama 35051, have executed a Mortgage dated 10-26-09, to BANK OF AMERICA, N.A., in the amount of One Hundred Seventy Seven Thousand and Eighty One and 00/100 DOLLARS (\$177,081.00) (Loan #210310400) (hereinafter called "**GRANTEE**") and has requested that the right, title, and interest of the Grantee acquired by virtue of the Mortgage be paramount and superior to the lien of the Grantor's;

THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby waive the priority of its Mortgage, and agrees that the Grantee's shall be superior to its Mortgage.

Nothing in this agreement operates in any way to release or affect the validity of said Mortgage as a lien upon the real estate covered by the Mortgage, or affects the priority of the Grantor's lien, except as provided in this agreement in or to the following described real estate, situated in Shelby County, Alabama, to-wit:



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A PART OF THE NE 1/4 OF NW 114, SECTION 33, TOWNSHIP 21 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SE CORNER OF ABOVE SAID 1/4-1/4, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 83 DEG. 09' 29" WEST A DISTANCE OF 847.14 FEET; THENCE NORTH 01 DEG. 29' 14" EAST A DISTANCE OF 418.56 FEET; THENCE NORTH 75 DEG. 49' 06" EAST A DISTANCE OF 408.89 FEET; THENCE SOUTH 46 DEG. 05' 07" EAST A DISTANCE OF 602.20 FEET TO THE POINT OF BEGINNING.

SITUATED IN SHELBY COUNTY, ALABAMA.

TOGETHER WITH:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND UTILITIES OVER AND ACROSS AN EXISTING DIRT SITUATED ON THE EAST 25 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A 60 FOOT WIDE STRIP OF LAND SITUATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 28, AND THE NE 1/4 OF THE NW 1/4, SECTION 33, TOWNSHIP 21 SOUTH, RANGE 1 WEST, LYING WEST OF THE FOLLOWING DESCRIBED LINE, TO-WIT:

COMMENCE AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SW 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 1 WEST; THENCE SOUTH 00 DEG. 16' 5" WEST A DISTANCE OF 578.89 FEET; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 763.92 FEET (DEED) (751.79 FEET MEASURED) SOUTH 85 DEG. 50' 32" WEST (DEED) (SOUTH 83 DEG. 11' 47" WEST MEASURED) FOR A DISTANCE OF 847.14 FEET; THENCE NORTH 2 DEG. 10' 54" EAST (DEED) (NORTH 1 DEG. 34' 06" EAST MEASURED) A DISTANCE OF 378.92 FEET (DEED) (418.16 FEET MEASURED) TO A POINT; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE DISTANCE OF 1714.82 FEET TO THE SOUTHERLY RIGHT OF WAY A 60-FOOT INGRESS AND EGRESS DESCRIBED IN DEED BOOK 325, PAGE 732, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING THE POINT OF BEGINNING OF SAID 60 FOOT STRIP; THENCE SOUTH 68 DEG. 59' 35" EAST (DEED) (SOUTH 26 DEG. 23' EAST MEASURED) A DISTANCE OF 314.55 FEET TO THE WESTERLY RIGHT OF WAY LINE OF A 60 FOOT INGRESS AND EGRESS; THENCE SOUTH 1 DEG. 48' 47" WEST A DISTANCE OF 238.43 FEET; THENCE SOUTH 24 DEG. 29' 13" EAST A DISTANCE OF 132.36 FEET; THENCE SOUTH 1 DEG. 36' 38" WEST A DISTANCE OF 109.37 FEET; THENCE SOUTH 13 DEG. 08' 13" WEST A DISTANCE OF 240.67 FEET; THENCE SOUTH 29 DEG. 13' 25" EAST A DISTANCE OF 65.47 FEET; THENCE SOUTH 14 DEG. 34' 59" WEST A DISTANCE OF 171.05 FEET; THENCE SOUTH 37 DEG. 19' 01" EAST A DISTANCE OF 247.05 FEET; THENCE SOUTH 00 DEG. 45' 29" WEST A DISTANCE OF 47.34 FEET; THENCE SOUTH 28 DEG. 39' 20" WEST A DISTANCE OF 161.09 FEET; THENCE SOUTH 1 DEG. 44' 14" EAST A DISTANCE OF 191.69 FEET; THENCE SOUTH 75 DEG. 32' 03" WEST A DISTANCE OF 410.93

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FEET TO THE POINT OF ENDING OF SAID 60 FOOT STRIP; BEING SITUATED
IN SHELBY COUNTY, ALABAMA.

Property Address: 94 Peaceful Valley Drive, Columbiana, Alabama 3501

The legal description was obtained from a previously recorded instrument.

THIS AGREEMENT shall be binding upon the respective successors and assigns, and any predecessor, successor, subsidiary or affiliated corporation or other entity, and/or any successors, heirs and assigns, of all parties unless terminated by the Grantor and shall remain in full force and effect until the rights of the Grantor to the real estate described in the Mortgage are released, or until the rights of the Grantee to the real estate are released, whichever occurs first. Upon the occurrence of either of these events, this agreement is terminated.

The Grantor, RENASANT BANK, has caused this instrument to be signed by its duly authorized officer, pursuant to authority given to her/him, on this 5th day of October, 2009.

ATTEST:

RENASANT BANK

Lucy Ducote

Lucy Ducote
PRINT NAME

Denise McKinley

Denise McKinley
PRINT NAME

BY:

John E. Bentley

Title:

CITY PRESIDENT

STATE OF Alabama, }

COUNTY OF Jefferson }

ACKNOWLEDGEMENT

On the 5th day of October in the year 2009, before me, Sara Christine Anderson, a Notary Public in and for the said state, personally appeared, John E. Bentley, on behalf of RENASANT BANK, known to me to be the national banking association that executed the within Subordination Agreement, and acknowledge to me that they have the full legal authority to sign this instrument on behalf of the aforementioned national banking association and that it executed the same for the purposes therein sated and acknowledged that its execution is a voluntary act and deed.

Sara Christine Anderson

Notary Public

Commissioned in Jefferson,

County, State of Alabama

My Commission Expires: 3-5-13

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 5, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

