

Prepared by & return to:
BB&T
4800 Ashford Dunwoody Rd. Ste. 110
Dunwoody, GA 30338
Prepared By: Vera McBurrows
as a necessary incident to the fulfillment of
conditions of a title insurance commitment
issued by it.
File Number: 8054841617


20091120000433290 1/1 \$11.00
Shelby Cnty Judge of Probate, AL
11/20/2009 02:57:16 PM FILED/CERT

SUBORDINATION AGREEMENT

WHEREAS, Darryl C Rosser and Diane R Rosser, Husband and Wife ("Mortgagor"), entered into a Mortgage dated 10/13/2006, recorded on 10/31/2006 in the amount of \$450,000.00 with BRANCH BANKING AND TRUST COMPANY, successor in interest to Colonial Bank by acquisition of assets from the FDIC as Receiver for Colonial Bank ("Mortgagee"), which mortgage was recorded in Instrument Number 20061031000536510, of the public records of Shelby County, Alabama, (the "Existing Mortgage"), and which mortgage encumbers the following described real property:

Lot 17, according to the Survey of Greystone, 4th Sector, Phase II, as Recorded in Map Book 22, Page 27, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel ID: 03-8-33-0-008-014.000 Known as: 4512 High Court Circle

WHERE AS, BB & T Mortgage, and/or its successors and assigns, as their interests may appear, has made a mortgage loan to **Darryl C Rosser and Diane R Rosser, Husband and Wife (Joint Tenants with right of survivorship by Warranty Deed recorded in Instrument 2001-11208)** dated 11/06/2009, securing a principal sum of \$325,000.00, which mortgage was recorded the 20th day of Nov in Official Record Book *, page _____ of the public records of Shelby County, Alabama ("the New Mortgage"), which mortgage also encumbers the above described real property, and
*** Inst # 20091120000433280**

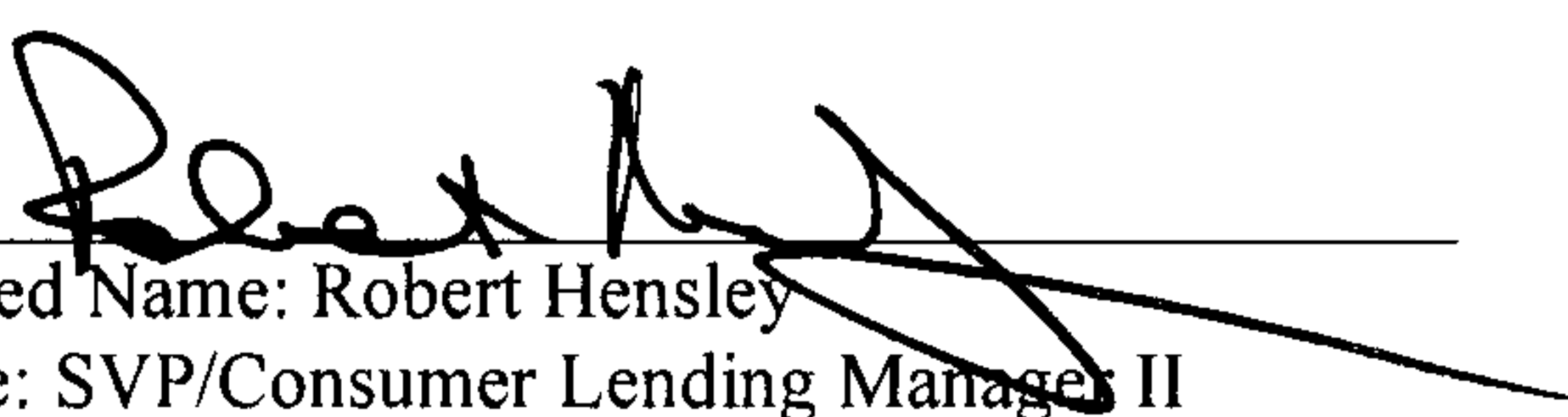
WHEREAS, Mortgagee is willing to subordinate the Existing Mortgage to the New Mortgage under the terms set forth in this Agreement;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Mortgagee hereby represents, covenants and agrees as follows:

1. That the Existing Mortgage has not been assigned, pledged or transferred in any manner whatsoever.
2. That the Existing Mortgage is, by this instrument subordinated and made inferior to the New Mortgage.

IN WITNESS WHEREOF, this instrument is executed this 5th day of November, 2009.

Signed, sealed and delivered in
the presence of:

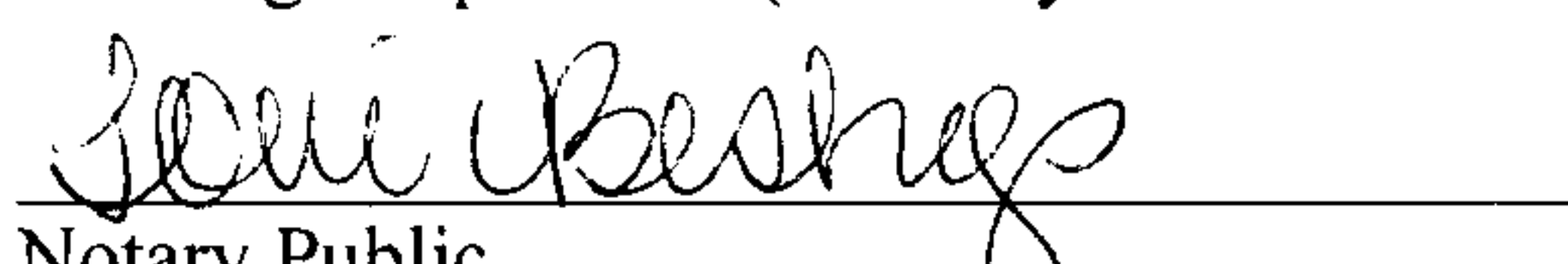
By: 
Typed Name: Robert Hensley
Title: SVP/Consumer Lending Manager II


Witness: Vera McBurrows


Witness: Kendra McLemore

STATE OF GEORGIA
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 5th day of November, 2009 by Robert Hensley, SVP/Consumer Lending Manager II, of Branch Banking and Trust Company, a North Carolina Banking Corporation (formerly Colonial Bank) who is personally known to me and who did not take an oath.


Notary Public

(SEAL)