  
20091204000447840 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
12/04/2009 02:59:21 PM FILED/CERT

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## **SUBORDINATION AGREEMENT**

Recording requested by: LSI  
When recorded return to:  
Custom Recording Solutions  
2550 N Red Hill Ave.  
Santa Ana, CA 92705  
800-756-3524 ext. 5011  
CRS #:7365479

STATE OF ALABAMA  
COUNTY OF SHELBY

SUBORDINATION AGREEMENT

AL - 7365479

This agreement is entered into on this **28th Day of October, 2009** by Redstone Federal Credit Union (hereinafter referred to as "Redstone") in favor of **Wells Fargo Bank N.A.** its successors and assigns (hereinafter referred to as "Lender").

The parties recite and declare that:

- a. Redstone has a mortgage for **\$100,000.00**, wherein **Jon W. Hoffman and wife, Angela E. Hoffman** is mortgagor(s), dated **August 31, 2009** and recorded in **Shelby County, Alabama**, in **Document 20090904000342500** covering the property described in said mortgage.
- b. A mortgage and other liens exist on and against the above-described property that are prior to the lien of the above mortgage. It is desirable to pay and to discharge such mortgage and other liens. Such payments can only be made by a loan from Lender, secured by the placing of a first mortgage on such property having priority over the mortgage held by Redstone.

For the reasons set forth above, Redstone agrees to the following:


1. SUBORDINATION. In consideration of such advantage to Redstone and as an inducement in the making of such loan by Lender, Redstone agrees that the lien of its above-described mortgage shall be subsequent and subordinate to the lien of any mortgage made to Lender.
2. LIMITATION. The total principal amount to be secured by such mortgage made to Lender shall not exceed **\$234,975.79**. *Dated November 30, 2009.*  
*To record concurrently herewith.*
3. LOAN AGREEMENT. In consideration of Redstone so subordinating the mortgage held by it to the mortgage to be made by Lender, Lender shall make the above-stated loan. The terms of such loan shall not exceed as follows: **P & I \$1,243.51, 4.875%, 360 months, closed end, fixed rate**. Redstone hereby approves the terms of such loan. The settlement agent for Lender warrants and guarantees that, upon consummation of this new loan from Lender, Lender's lien shall be the only lien superior to that of Redstone and that the lien of Redstone shall be subordinate only as agreed to herein.
4. ENTIRE AGREEMENT. This agreement contains the entire agreement between the parties hereto, and there are no agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.
5. WAIVER. No waiver shall be deemed to be made by Redstone of any of its rights hereunder unless the same shall be in writing, signed on behalf of Redstone and any such waiver shall be only with respect to the specific instance involved and shall in no way impair the rights or the obligations of Redstone hereunder in any other respect at any other time.

In witness whereof, the parties have executed this Subordination Agreement the day and year first above written.

REDSTONE FEDERAL CREDIT UNION

By: [Signature]  
Its: Manager, Mortgage Servicing & Support

Lender's Settlement Agent

  
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STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Yvonne Williams** whose name as **Manager of Mortgage Servicing & Support**, of Redstone Federal Credit Union is signed to the foregoing instrument, and who is known to me, acknowledged before me, on this day, that, being informed of the contents of said instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said Redstone Federal Credit Union.

Given under my hand and official seal this the **28th Day of October, 2009.**

[Signature]  
Notary Public  
My Commission Expires 06/03/2013  
Lana S. Gray  
My Commission Expires

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name as Lender's Settlement Agent is signed to the foregoing instrument, and who is known to me, acknowledged before me, on this day, that, being informed of the contents of said instrument, he/she with full authority, executed the same voluntarily.

Given under my hand and official seal this the **28th Day of October, 2009.**


\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

THIS INSTRUMENT PREPARED BY:

Susan Cowart  
Redstone Federal Credit Union  
220 Wynn Drive  
Huntsville, AL 35893  
(Revised 2/97)



  
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Order ID: 7365479  
Loan No.: 0115044224

**EXHIBIT A**  
**LEGAL DESCRIPTION**

The following described property:

Lot 4, according to the Survey of Meadows Cove, as recorded in Map Book 24, Page 53, in the Probate Office of Shelby County, Alabama.

Excepting therefrom all oil, gas, minerals and other hydrocarbon substances below a depth of 500 feet, without rights of surface entry, as reserved in Instruments of Record.

Assessor's Parcel Number: 101120001058004