

20100129000028730 1/5 \$23.00  
Shelby Cnty Judge of Probate, AL  
01/29/2010 12:14:44 PM FILED/CERT

**PLEASE RECORD & RETURN TO:**  
National Advantage Settlement SVC  
329 Forest Grove Rd, Ste. 201  
Coraopolis, PA 15108

Mail after recording to:  
BB&T  
P.O. Box 1290  
Whiteville, NC 28472

## SUBORDINATION AGREEMENT

UNI-09-00760-AL

That Branch Banking and Trust Company ("BB&T") being the present owner and holder of that certain promissory note dated April 21, 2008 and recorded May 12, 2008 in Instrument Number 20080512000191930 in the original principal amount of \$25,000.00 (BB&T's Note), executed by Christopher M. Weeks (Borrower), payable to the order of BB&T, for good and valuable consideration received, does hereby covenant, stipulate, and agree with AMC Funding, Inc. (Lender) that all liens, mortgages, encumbrances, security interests, and assignments of every kind and character created under, renewed and extended under or existing by virtue of the lien instrument described in Exhibit A hereto (BB&T's Security Instrument), affecting the real property and improvements described therein (the Mortgaged Property), are hereby expressly SUBORDINATED AND MADE SECONDARY AND INFERIOR, to the liens, mortgages, encumbrances, security interests, and assignments created under, renewed and extended under or existing by virtue of the lien instrument described in Exhibit B hereto (Lender's Security Instrument), affecting the Mortgaged Property, and securing the following indebtedness (Lender's Note):

\$184,000.00

This Agreement shall extend to any renewal or extension of all or any part of Lender's Note, and notice of any such renewal or extension and the consent thereto of BB&T or any other owner or holder of BB&T's Note shall not be necessary.

This Agreement and the covenants and agreements contained herein shall not be impaired, reduced or affected by the taking of any other security for Lender's Note or the release, surrender or loss of any other security or collateral for the payment of Lender's Note or the failure, neglect or refusal of Lender to enforce any other security or collateral for the payment of Lender's Note.

This Agreement shall be binding upon BB&T and its successors and assigns, including each and every subsequent owner and holder of BB&T's Note, and the terms hereof shall inure to the benefit of Lender, its successors and assigns, including, without limitation, each and every subsequent owner and holder of Lender's Note, or any renewal or extension thereof.

Except for the subordination described by this Agreement, BB&T's Security Instrument shall be and remain unchanged and in full force and effect.

EXECUTED THIS 30<sup>th</sup> day of December, 2009



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Witness:

Elena Zelaya  
Elena Zelaya

Print Name

Jennifer Raper  
Jennifer Raper

Print Name

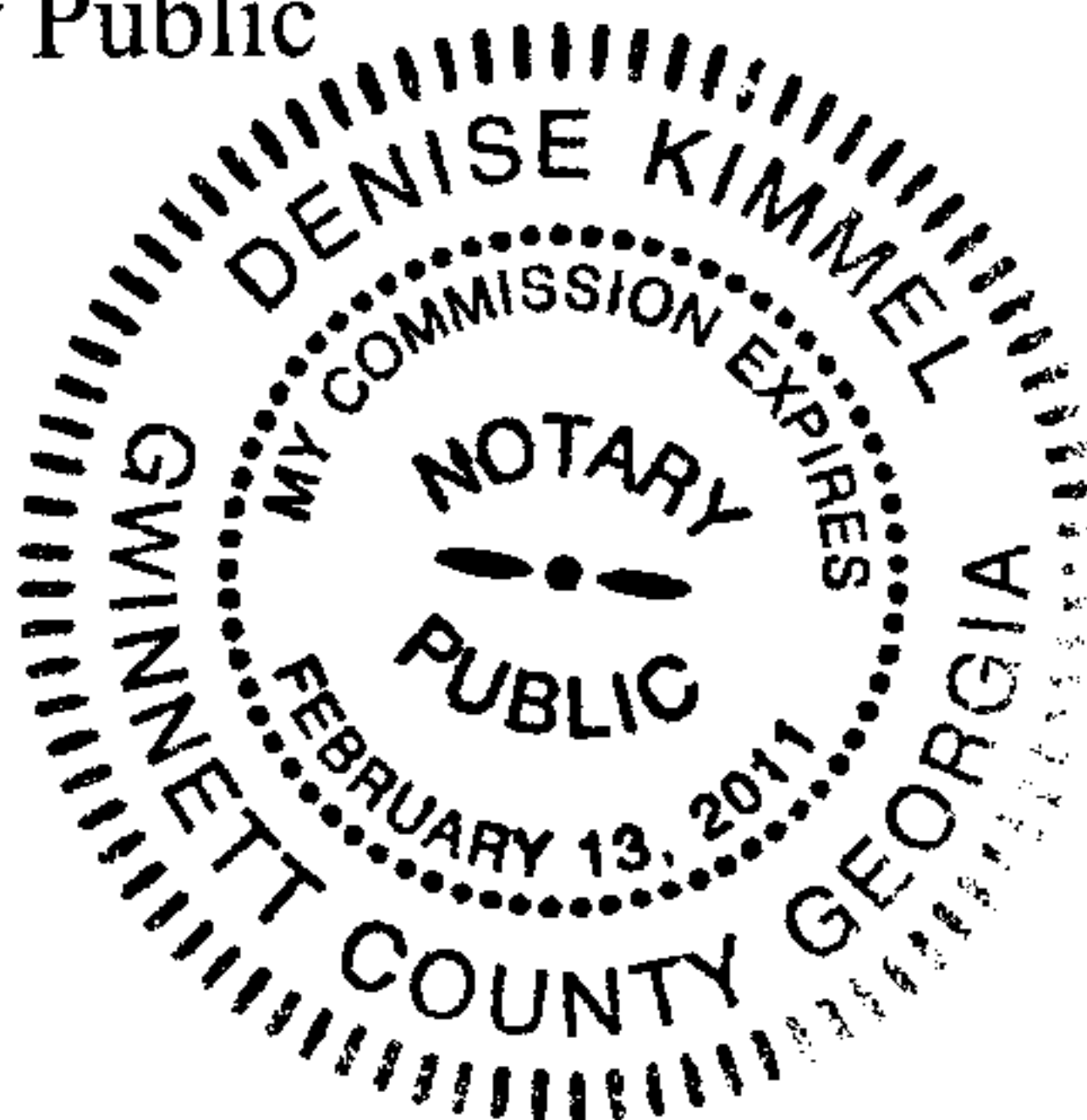
Branch Banking + Trust Company  
BB&T

By: Nancy Clark  
Nancy Clark, Vice President  
Title

STATE OF Georgia  
COUNTY OF Gwinnett

The foregoing instrument was acknowledged before me this 30 day of December, 2009, by Nancy Clark, as Vice President of Branch Banking and Trust Company, a North Carolina banking corporation, on behalf of said corporation.


My commission expires 2-13-2011  
Denise Kimmel  
Notary Public



## Exhibit A

### Description of BB&T's Security Instrument:

Mortgage EXECUTED BY Christopher M. Weeks IN FAVOR OF BRANCH BANKING AND TRUST COMPANY (BB&T) DATED April 21, 2008 AS RECORDED 05/12/2008 IN Instrument Number 20080512000191930, Shelby County, Alabama, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$25,000.00.




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## Exhibit B

### Description of Lender's Security Instrument:

Mortgage to Secure Debt executed by Christopher M. Weeks in favor of AMC Funding, Inc. dated 1/13/10, which said mortgage is to be filed in the office of the Shelby County Recorder's Office, Alabama in the original principal amount of \$184,000.00.

  
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**Exhibit A**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Shelby, STATE OF Alabama, AND IS DESCRIBED AS FOLLOWS:

LOT 35, ACCORDING TO THE SURVEY OF SUNNY MEADOWS, SECOND SECTOR, AS RECORDED IN MAP BOOK 9, PAGE 1 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO: EASEMENTS, RESTRICTIVE COVENANTS AND RIGHT OF WAYS AS SHOWN BY THE PUBLIC RECORDS. AD VALOREM TAXES FOR THE YEAR 2008, ARE A LIEN, BUT NOT YET DUE AND PAYABLE, AND ANY SUBSEQUENT YEARS.

Parcel ID: 10-6-14-0-001-001.026

Commonly known as 5256 Birdsong Road, Birmingham, AL 35242  
However, by showing this address no additional coverage is provided