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Shelby Cnty Judge of Probate, AL  
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## SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

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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.

### SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Second day of February, 2010, by Mortgage Electronic Registration Systems Inc. ("**Subordinated Lienholder**"), with a place of business at **4500 PARK GRANADA, CALABASAS, CA 91302-1613**.

WHEREAS, DAVID ETHRIDGE and JOLENE G ETHRIDGE executed and

delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "**Existing and Continuing Security Instrument**") in the sum of \$103,000.00 dated 01/11/2006 , and recorded in Book Volume N/A, Page N/A, as Instrument No. 20060123000035870, in the records of SHELBY County, State of Alabama, as security for a loan (the "**Existing and Continuing Loan**"), which Existing and Continuing Security Instrument is a valid and existing lien on the real property located at 433 CAMP BRANCH ROAD, ALABASTER, AL 35007 and further described on Exhibit "A," attached.

WHEREAS, DAVID ETHRIDGE and JOLENE G ETHRIDGE ("**Borrower**") executed and delivered to SYNOVUS MORTGAGE CORP., ("**Lender**"), a deed of trust/mortgage in the principal amount not to exceed \$406,000.00, which deed of trust/mortgage (the "**New Security Instrument**") is intended to be recorded herewith in the records of SHELBY County, State of Alabama as security for a loan (the "**New Loan**");

WHEREAS, it is a condition precedent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuing Loan; and

WHEREAS, Lender is willing to make said loan provided the lien securing the New Loan is a lien or charge upon the described property prior and superior to the lien of the Existing and Continuing Loan and provided that Subordinating Lender will specifically and unconditionally subordinate the lien of the Existing and Continuing Loan to the lien of the New Loan; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Borrower; and Subordinating Lender is willing that the lien securing the New Loan shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien securing the Existing and Continuing Loan.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, 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 the New Security Instrument, 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 Existing and Continuing Security Instrument.
- (2) That Lender would not make the New Loan without this subordination agreement.

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the Existing and Continuing Security Instrument to the New Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the security instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Existing and Continuing Security Instrument above mentioned, which provide for the subordination of the lien to another security instrument, deed of trust or mortgage.

Subordinating Lender declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;
- (b) Lender making disbursements pursuant to any such agreement is under no obligation or 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; and
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien of the Existing and Continuing Security Instrument in favor of the lien or charge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate 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.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW 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.

Mortgage Electronic Registration Systems Inc.

  
\_\_\_\_\_  
Leonetta Brown, Assistant Secretary



CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF DALLAS

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Before me, the undersigned, a Notary Public on this day personally appeared Leoneth Brown, known to me (or proved to me on the oath of \_\_\_\_\_), to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that she had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 5th day of February, 2010.

(Personalized Seal)



Heather A. Vinas  
Notary Public, State of Texas

Heather A. Vinas  
(Print name of Notary Public here)

My commission expires the 26th day of March, 2012

Lot 3 and part of Lot 2, according to the Survey of Camp Branch Farms, as recorded in Map Book 28, Page 85, in the Probate Office of Shelby County, Alabama.

ALSO DESCRIBED AS FOLLOWS:

Commence at the Northwest corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 17, Township 21 South, Range 2 West, said point being the POINT OF BEGINNING; thence North 87 degrees 53 minutes 29 seconds East a distance of 1,308.71 feet to the Northeast corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 17; thence North 86 degrees 33 minutes 59 seconds East a distance of 483.72 feet to the point of curve of a non-tangent curve to the right having a radius of 535.58 feet, a central angle of 12 degrees 28 minutes 28 seconds and subtended by a chord which bears South 23 degrees 35 minutes 52 seconds West, a chord distance of 116.38 feet; thence along arc of said curve a distance of 116.51 feet; thence South 29 degrees 50 minutes 06 seconds West, a distance of 102.01 feet to a point of curve to the left having a radius of 1,277.34 feet, a central angle of 13 degrees 44 minutes 38 seconds and subtended by a chord which bears South 22 degrees 57 minutes 47 seconds West a chord distance of 305.67 feet; thence along the arc of said curve a distance of 306.41 feet; thence South 16 degrees 05 minutes 28 seconds West, a distance of 23.31 feet to a point of curve to the left having a radius of 1,027.34 feet, a central angle of 08 degrees 07 minutes 30 seconds and subtended by a chord which bears South 12 degrees 01 minutes 42 seconds West a chord distance of 145.56 feet; thence along arc of said curve a distance of 145.69 feet; thence West, a distance of 164.53 feet; thence South 81 degrees 03 minutes 15 seconds West, a distance of 31.93 feet; thence South 69 degrees 18 minutes 09 seconds West, a distance of 34.80 feet; thence South 58 degrees 21 minutes 17 seconds West, a distance of 58.12 feet; thence south 51 degrees 36 minutes 40 seconds West a distance of 51.65 feet; thence South 64 degrees 56 minutes 03 seconds West a distance of 16.64 feet; thence South 87 degrees 14 minutes 31 seconds West, a distance of 19.73 feet; thence North 64 degrees 33 minutes 53 seconds West, a distance of 19.78 feet; thence North 44 degrees 50 minutes 37 seconds West, a distance of 119.25 feet; thence South 84 degrees 15 minutes 16 seconds West a distance of 1,058.04 feet; thence North 02 degrees 32 minutes 03 seconds West a distance of 665.52 feet to the POINT OF BEGINNING.

LESS & EXCEPT:

Commence at the Northwest corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama; thence South 02 degrees 32 minutes 03 seconds East, a distance of 665.52 feet; thence North 84 degrees 15 minutes 16 seconds East, a distance of 1058.04 feet to the point of beginning; thence continue Easterly along said line, a distance of 466.11 feet to a point on the Westerly right of way line of Camp Branch Road said point being the point of curve of a non-tangent curve to the left, having a radius of 1027.34 feet, a central angle of 02 degrees 56 minutes 14 seconds and subtended by a chord which bears South 09 degrees 26 minutes 04 seconds West, a chord distance of 52.66 feet; thence Southerly along the curve and said right of way, an arc distance of 52.67 feet; thence North 90 degrees 00 minutes 00 seconds West and leaving said right of way, a distance of 164.53 feet; thence South 81 degrees 03 minutes 15 seconds West, a distance of 31.93 feet; thence South 69 degrees 18 minutes 09 seconds West, a distance of 34.60 feet; thence South 58 degrees 21 minutes 17 seconds West, a distance of 58.12 feet; thence South 51 degrees 36 minutes 40 seconds West, a distance of 51.65 feet; thence South 64 degrees 56 minutes 03 seconds West, a distance of 16.64 feet; thence South 87 degrees 14 minutes 31 seconds West, a distance of 19.73 feet; thence North 64 degrees 33 minutes 53 seconds West, a distance of 19.78 feet; thence North 44 degrees 50 minutes 37 seconds West, a distance of 119.25 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

All that portion of the subject property which lies to the East of the 2.5 feet (plus or minus) wide creek as shown on the Survey of Laurence D. Weygand dated December 30, 2005, except the Southerly portion that lies between the said creek and runs 250 feet along Camp Branch Road.