

M.I.S. FILE NO

1086785

RECORDING REQUESTED BY:
CitiMortgage, Inc.

Record & Return To:
Mortgage Information Services
4877 Galaxy Pkwy, Ste I
Cleveland, OH 44128

Subordinate Account Number: 6100548-2708083296

RECORDER'S MEMORANDUM
At the time of recordation, this
instrument was found to be
inadequate for the best photo-
graphic reproduction.

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

SUBORDINATION AGREEMENT

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.

THIS AGREEMENT, made effective _____, by

Faith S. Tilley
Forrest E. Tilley

Owner(s) of the land described as _____

SEE ATTACHED EXHIBIT "A"

located in the City/County of Birmingham/Shelby, State of Alabama, and hereinafter referred to as
Owner, and

Citibank, N.A. successor to Citibank (West), F.S.B.

present owner and holder of the Security Instrument and Note first hereinafter described and
hereinafter referred to as "Creditor."

WITNESSETH

THAT WHEREAS, Owner did execute a Security Instrument (mortgage, deed of trust, or deed to
secure debt), dated on or about _____, covering the above described property to secure a Note in
the original sum of \$34,600.00, dated _____ in favor of Citibank N.A., which Security Instrument
was recorded on February 17, 2003 in Book _____, Page _____ and/or as Instrument Number
20030217000097450 in the Official Records of the City/County and State above mentioned, which
is hereinafter referred to as "Creditor's Security Instrument," and

WHEREAS, Owner has executed, or is about to execute, a Security Instrument (mortgage, deed of
trust, or deed to secure debt) and note in the sum of \$84,633.00 dated 12/24/09 in favor of
CitiMortgage, Inc., hereinafter referred to as "Lender," payable with interest and upon the terms of
conditions described therein, which Security Instrument is to be recorded ~~concurrently herewith,~~
which is hereinafter referred to as "Lender's Security Instrument"; and 20100107000006580

WHEREAS, it is a condition precedent to obtaining said loan that said Lender's Security Instrument shall unconditionally be and remain at all times a lien or charge upon the above described property, prior and superior to the lien or charge of Creditor's Security Instrument; and

WHEREAS, Lender is willing to make said loan provided that Lender's Security Instrument is a lien or charge upon the above described property prior and superior to the lien or charge of Creditor's Security Instrument and provided that Creditor will specifically and unconditionally subordinate the lien or charge of Creditor's Security Instrument to the lien or charge of Lender's Security Instrument; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that Lender's Security Instrument shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of Creditor's Security Instrument.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable considerations, 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 Lender's Security Instrument, securing said note in favor of Lender 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 lien or charge of Creditor's Security Instrument.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) That this Subordination Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of Creditor's Security Instrument to the lien or charge of Lender's Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between Lender's Security Instrument and Creditor's Security Instrument, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in Creditor's Security Instrument which provide for the subordination of the lien or charge thereof to another Security Instrument or Instruments.

Creditor declares, agrees and acknowledges that

- (a) Creditor consents to and approves (i) all provisions of the note and Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursement pursuant to any such agreement is under no obligation 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;
- (c) Creditor intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of Creditor's Security Instrument in favor of the lien or charge upon said land of Lender's Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination 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; and

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS 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.

CREDITOR:

Citibank, N.A. successor to Citibank (West), F.S.B.
by CitiMortgage, Inc. fka Citicorp Mortgage, Inc., its attorney in fact by power of attorney recorded at Book/Page and/or Instrument Number 2001-45109pg on 10/18/2001

By:

Printed Name: Stephanie Dunn

Title: Assistant Vice President

OWNER:

Faith S. Tilley
Faith S. Tilley

Forrest E. Tilley
Forrest E. Tilley

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE of Michigan }

} ss.

COUNTY of Washtenaw

On 11.25.09 before me, Michelle T. Montagne, a Notary Public in and for said state, personally appeared Stephanie Dunn, Assistant Vice President of CitiMortgage, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Subordination Agreement on behalf of said corporation and acknowledged to me that he/she/they, being authorized to do so, executed the same for the purposes therein stated.

WITNESS my hand and official seal.

Michelle T. Montagne

MICHELLE T. MONTAGNE
Notary Public, State of Michigan
County of Macomb
My Commission Expires 03-23-2012
Acting In the County of Washtenaw

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

STATE of Alabama

CITY/COUNTY of Shelby

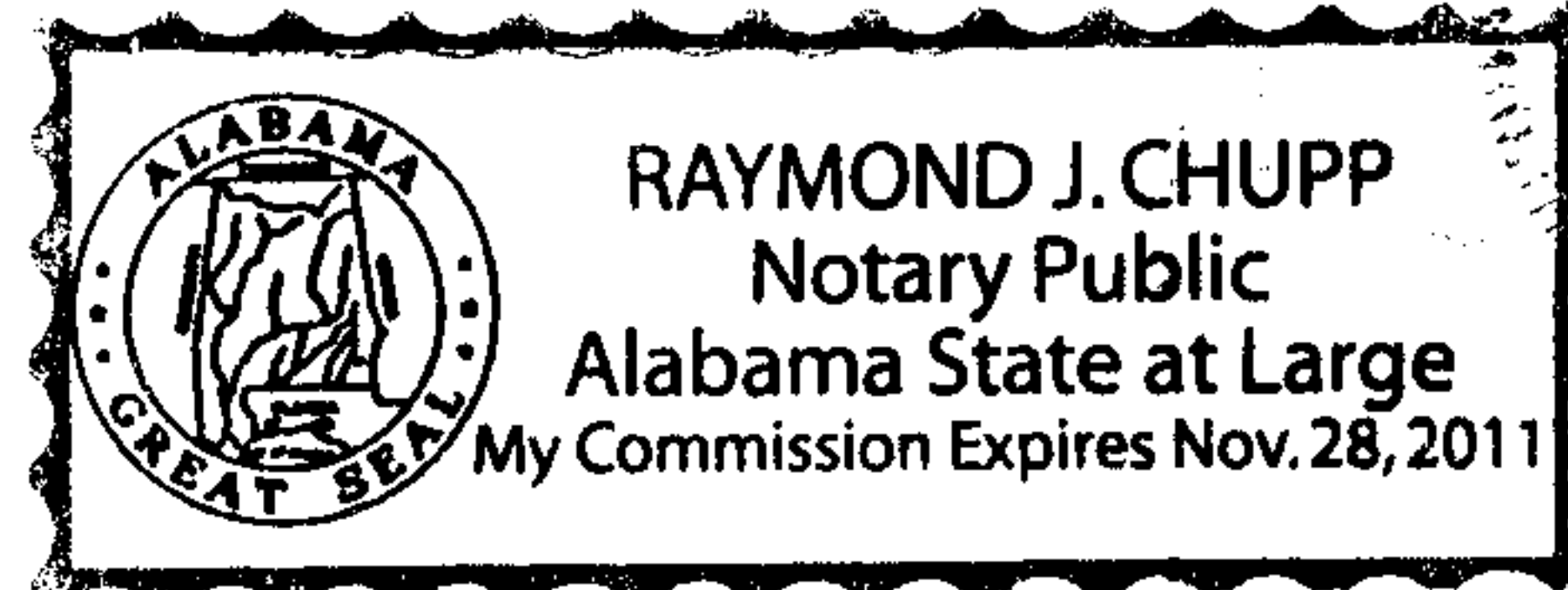
SS.

On 1-21-2010 before me, RAYMOND J. CHUPP, Notary Public, personally appeared FAITH S. TILLEY

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Raymond J. Chupp
NOTARY PUBLIC SIGNATURE



NOTARY PUBLIC SEAL

STATE of Alabama

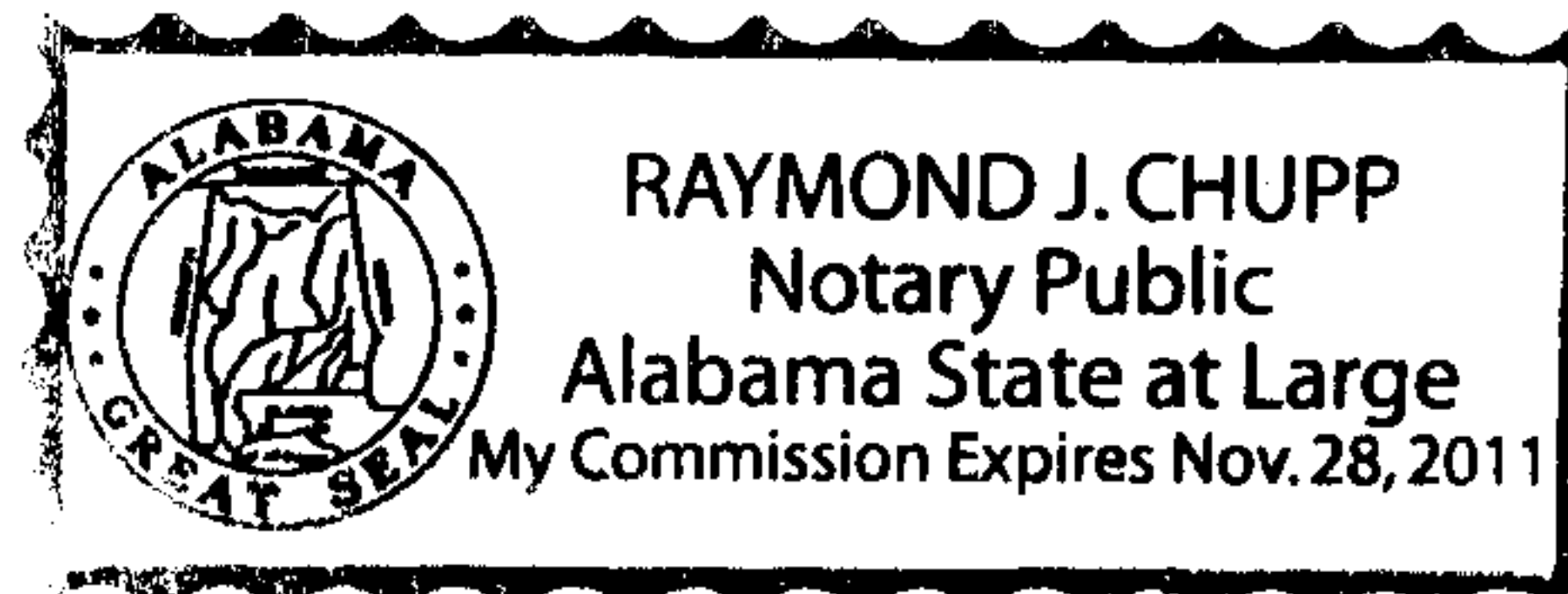
CITY/COUNTY of Shelby

On 1-21-2010 before me, RAYMOND J. CHUPP, Notary Public, personally appeared FORREST E. TILLEY

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Raymond J. Chupp
NOTARY PUBLIC SIGNATURE



NOTARY PUBLIC SEAL



Fidelity National Title Insurance Company

20100308000066070 5/5 \$24.00
Shelby Cnty Judge of Probate, AL
03/08/2010 12:42:50 PM FILED/CERT

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA IN DEED BOOK 2000, AT PAGE 7885, AND IS DESCRIBED AS FOLLOWS:

LOT 4, ACCORDING TO THE SURVEY OF THORN BERRY SUBDIVISION AS RECORDED AS MAP BOOK 25, PAGE 129 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO TAXES FOR SUBSEQUENT YEARS, EASEMENTS, RESTRICTIONS, RESERVATIONS, RIGHTS-OF-WAY, LIMITATIONS, COVENANTS AND CONDITIONS FO RECORD, IF ANY, AND MINERAL AND MINING RIGHTS, IF ANY.

PROPERTY ADDRESS: 124 THORNBERRY DRIVE
BIRMINGHAM, AL. 35242

APN: 10-1-11-0-009-004.000