


Recording Requested By & Return To:  
Chicago Title ServiceLink Division  
4000 Industrial Blvd  
Aliquippa, PA 15001

  
20100402000099460 1/3 \$19.00  
Shelby Cnty Judge of Probate, AL  
04/02/2010 02:23:10 PM FILED/CERT

#2199127

### SUBORDINATION AGREEMENT

Borrower: Robin G Jones and Joni A Jones

Property Address: 5009 Meadow Brook Road, Birmingham, AL 35242

This Subordination Agreement dated 3/15/10, is between COMPASS BANK, (Junior Lender),

And Wells Fargo bank, N.A., (New Senior Lender).

**Wells Fargo**  
2701 Wells Fargo Way  
Minneapolis, MN 55408

#### RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$ 27,000.00.

Dated 8/21/06, and recorded in book \_\_\_\_\_, page \_\_\_\_\_, as instrument

Number 200609250004710 on 9/25/06 (date), in Shelby (County),

Alabama (State).

Borrowers are current owners of the Property, and wish to replace their current first position mortgage loan

on the Property with a new first position mortgage loan secured by the Property from New Senior Lender in

the new principal sum of \$ 243,900.00 Dated: 3/19/10. This will be the New Senior Security Instrument.

#### 1. Subordination of Junior Lender's Interest.

Junior Lender agrees that its security interest and all of Junior Lender's rights thereunder shall at all times be inferior and subordinate to the Senior Lender's new security instrument and Senior Lender's rights in the Property, including any extensions, renewals, or modifications up to a maximum amount of \$ 243,900.00, plus interest. Junior Lender consents without possibility of revocation, and accepts all provisions, terms and conditions of the New Senior Lender's Security Instrument.

#### 2. No Subordination to Additional Matters

Junior Lender is subordinating its lien/security interest to the Senior Lender's security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien-security interest.

#### 3. No Waiver of Notice

Upon the execution of the subordination of Junior Lender's security instrument to the new Senior Lender, the Junior Lender waives no rights it may have, if any, under the laws of the State in which the Property is located, or any Federal rights to which the Junior Lender may be entitled.

#### 4. Assignment

This agreement shall be binding upon and inure to the benefit of the Junior Lender and Senior Lender, and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

#### 5. Governing (Applicable) Law

This agreement shall be governed by the laws of the State in which the Property is located.

#### 6. Reliance

This Agreement can be relied upon by all persons having an interest in the Property or the New Security Instrument.

#### 7. Notice

Any notice or other communication to be provided under this agreement shall be in writing and sent to the parties at the address described in this Agreement, or such other address as the parties may designate in writing from time to time.

**8. Entire Agreement (Integration)**

This Agreement and any related documents represent the complete and integrated understanding between Junior Lender and New Senior Lender pertaining to the terms and conditions of this Agreement. Any waiver, modification, or novation of this agreement must be in writing, executed by New Senior Lender, (or its successors or assigns), or Junior Lender, (its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

**9. Waiver of Jury Trial**

Junior Lender and the New Senior Lender hereby waive any right to trial by Jury in any action arising out of, or based upon this Agreement.

**10. Acceptance**

New Senior Lender and Junior Lender acknowledge that they have read, understand, and agree to the terms and conditions of this Agreement. This Agreement must be recorded within 90 days of the date of the Agreement, or the Agreement will be null and void.

Junior Lender: Dina Williams

Title: VP of Compass Bank

New Senior Lender: Wells Fargo Bank, N.A.

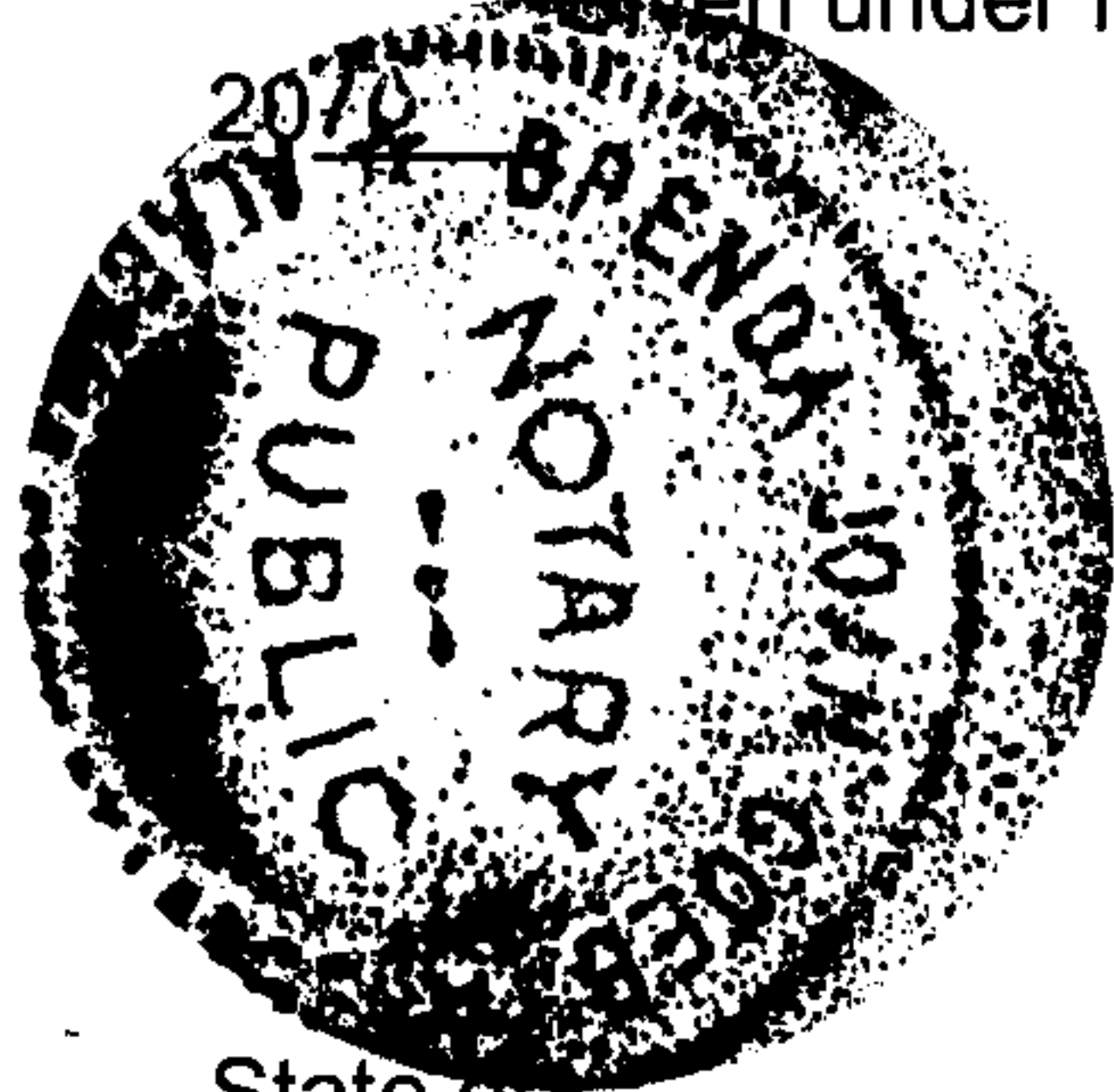
Title: \_\_\_\_\_

State of Alabama

County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DINA WILLIAMS, as \_\_\_\_\_ Vice President of Compass Bank, whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of MARCH,



(Seal)

Brenda Jo Seb  
Notary Public  
My commission expires: 6/15/2013

State of \_\_\_\_\_

County of \_\_\_\_\_

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, as \_\_\_\_\_ (title) of \_\_\_\_\_ (institution) whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal)

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

My commission expires: \_\_\_\_\_





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## **Exhibit "A"**

### **Legal Description**

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN CITY OF BIRMINGHAM, SHELBY COUNTY, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS LOT 62, ACCORDING TO THE SURVEY OF MEADOWBROOK FIFTH SECTOR, FIRST PHASE, AS RECORDED IN MAP BOOK 8, PAGE 109, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BIENG THAT SAME PROPERTY AS CONVEYED TO JONI A. JONES AND ROBIN G. JONES BY DEED FROM LARRY SANFORD WHITMIRE AND TERESA ANNE WHITMIRE, HUSBAND AND WIFE AS SET FORTH IN INST # 20060628000310020 DATED 06/05/2006 AND RECORDED 06/28/2006, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

Tax ID: 10-1-01-0-001-057.056