

RBC Bank (USA)
Post Office Box 500
Rocky Mount, NC 27804

RBC Bank (USA) Account No. 8108263263
Prepared by: Pete Starling

State of Alabama
County of Shelby

AL - 0205004401

194 - 8492695

Lien Subordination - Alabama

THIS LIEN SUBORDINATION is made as of the 1st day of April, 2010, by **RBC BANK (USA)**, a North Carolina state chartered bank and successor in interest to First American Bank ("RBC Bank"), and Wells Fargo Bank N.A. ("New Lender") (collectively, the "Parties").

WITNESSETH:

WHEREAS, Mark A Sisco and Teresa A Sisco ("Borrower") borrowed funds in the maximum principal amount of Thirty Thousand and 00/100 Dollars (\$30,000.00) from RBC Bank, said loan being evidenced by a promissory note, an equity line of credit agreement, or other instrument dated as of the 2nd day of April, 2008 ("Note");

WHEREAS, the Note is secured by a Mortgage dated as of the 30th day of August, 2007, recorded as Instrument Number 20070926000448970, as affected by that Modification of Mortgage dated the 2nd day of April, 2008, recorded as Instrument Number 20080425000170090, Shelby County Judge of Probate ("Mortgage");

WHEREAS, the Mortgage grants a lien on the property ("Property") described therein, which description is by this reference incorporated as if fully set out herein;

WHEREAS, Borrower desires to borrow from New Lender, and New Lender desires to lend to Borrower, funds in the maximum principal amount of Two Hundred Fifty Two Thousand Six Hundred Forty Seven and 00/100 Dollars (\$252,647.00) ("Maximum Principal Amount"), which loan will be evidenced by a note or other instrument to be executed by Borrower in favor of New Lender ("New Note");

WHEREAS, the New Note will be secured by a mortgage from Borrower to New Lender, as beneficiary, dated as of the 30 day of April, 2010, in the amount of Two Hundred Fifty Two Thousand Six Hundred Forty Seven and 00/100 Dollars (\$252,647.00) ("New Mortgage"); and

to be executed

WHEREAS, New Lender is unwilling to make the above-referenced loan to Borrower unless the New Mortgage has priority over and is senior to the lien of the Mortgage.

Please record concurrently with mortgage dated 04-30-2010

NOW, THEREFORE, the Parties agree as follows:

1. RBC Bank hereby subordinates the Mortgage and the lien thereof to the New Mortgage, up to the Maximum Principal Amount plus accrued interest and any amounts advanced for the payment of insurance or taxes, if permitted under the terms of the New Mortgage (the "New Loan Balance"). To the extent that New Lender extends to Borrower any amount over and above the New Loan Balance, and to the extent of any interest, fees, premiums, penalties, charges, costs, and expenses relating thereto not provided in the New Loan Balance, the Mortgage and the lien thereof shall have priority over the New Mortgage.

Recording requested by: LSI

When recorded return to :

Custom Recording Solutions

2550 N. Redhill Ave.

Santa Ana, CA. 92705

800-756-3524 Ext. 5011

8492695



20100506000141180 2/3 \$18.00
 Shelby Cnty Judge of Probate, AL
 05/06/2010 09:49:28 AM FILED/CERT

2. The New Mortgage upon the Property described therein shall be superior and senior to the lien of the Mortgage, up to the New Loan Balance, as provided above, and to carry out such purpose, RBC Bank does hereby release, remise, and forever quitclaim its title to and lien upon the Property to the extent, but only to the extent, that the Mortgage shall be subordinate and junior to the New Mortgage, up to the New Loan Balance, as provided above. The foregoing subordination applies only to the New Mortgage and does not affect the lien of the Mortgage with respect to any other matters of title affecting the Property.

3. Except for the subordination of the Mortgage to the New Mortgage as set forth herein, the Mortgage and all the terms and conditions thereof shall be and remain in full force and effect.

4. All references herein to RBC Bank and New Lender shall include their respective heirs, successors, and assigns, and all of the covenants, provisions, and agreements by or on behalf of any such party shall bind and inure to the benefit of the heirs, successors, and assigns of such party and the other parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this Lien Subordination under seal as of the day and year first above stated.

Witness:

RBC BANK (USA)

Kristle L. Eason
 Print Name: Kristle L. Eason

By: Michelle Lavender
 Name: Michelle Lavender
 Title: Bank Officer

STATE OF NORTH CAROLINA)

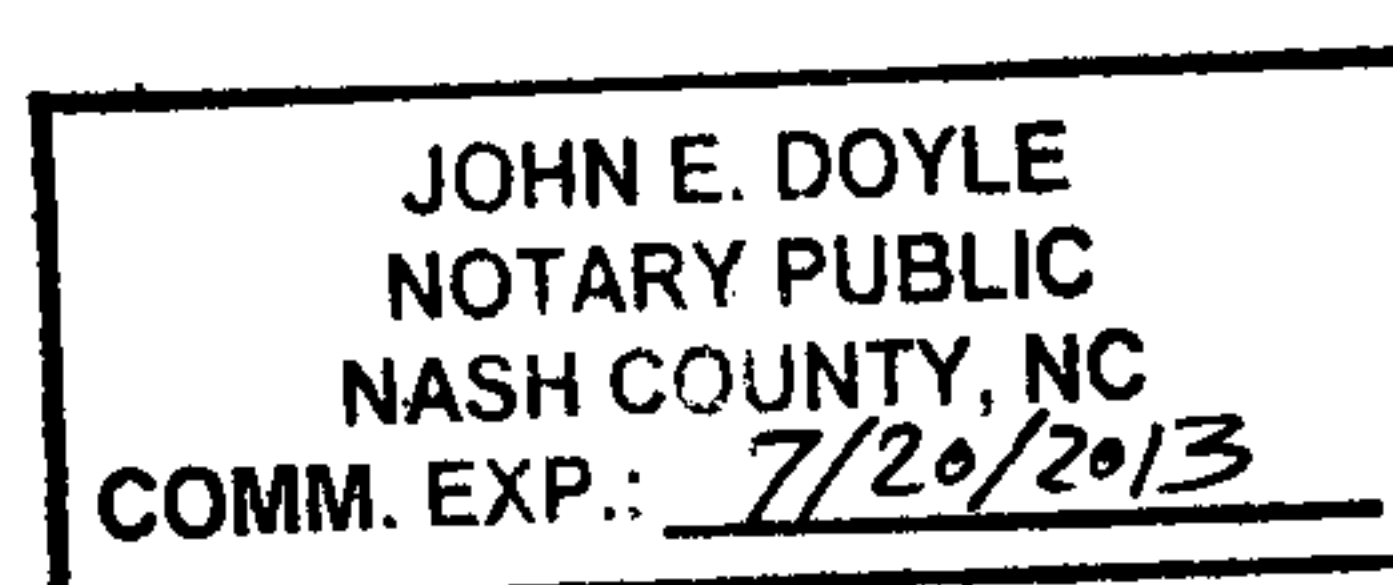
COUNTY OF NASH)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Michelle Lavender, whose name as Bank Officer of RBC Bank (USA), a North Carolina state chartered bank, is signed to the foregoing Lien Subordination Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lien Subordination Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said RBC Bank (USA).

Given under my hand and official seal, this 1st day of April, 2010.

John E. Doyle
 Notary Public John E. Doyle

My Commission Expires: 7/20/2013





20100506000141180 3/3 \$18.00
Shelby Cnty Judge of Probate, AL
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Order ID: 8492695

Loan No.: 0300855426

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 2017, according to the survey of Highland Lakes, 20th Sector, Phase II Amended, an Eddleman Community, as recorded in Map Book 33, Page 104, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, common area all as more particularly described in the Declaration of easements and Master Protective covenants for Highland Lakes, a Residential Subdivision, Recorded as Instrument No. 1994-07111 and amended in Instrument No. 1996-17543, and further amended in Inst. No. 1999-31095, in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 20th Section, Phase II Amended, recorded as Instrument No. 20040728000419410, in the Probate Office of Shelby County, Alabama (which together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Assessor's Parcel Number: 09-5-16-0-006-007.000