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Shelby Cnty Judge of Probate, AL
05/06/2010 03:00:14 PM FILED/CERT

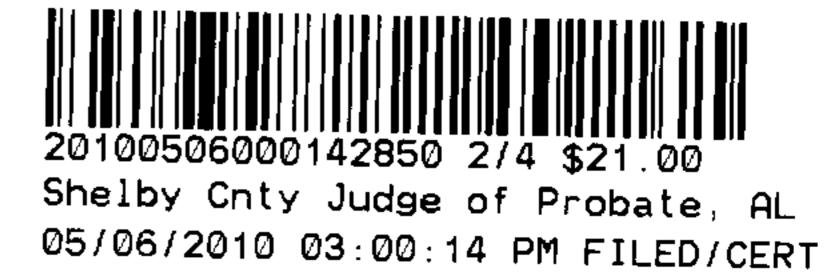
Recording requested by: LSI When recorded return to: **Custom Recording Solutions** 2550 N. Redhill Ave. Santa Ana, CA. 92705 83355い 800-756-3524 Ext. 5011 Citibank Citibank

1000 Technology Dr. O'Fallon, MO 63368

Citibank Account No.: 110022500051000 Space Above This Line for Recorder's Use Only				
	SUBORDIN	ATION AGR	EEMENT 193	
IN	TICE: THIS SUBORDINATION AGE TEREST IN THE PROPERTY BECOM IAN THE LIEN OF SOME OTHER OR	IINGSUBJE	CT TO AND OF LOWER PRIORITY	
THIS AGRE	EEMENT, made this 26th day of Februa	ry , 2010, b	y	
	Gregory S. Meineke	and	Laura J. Meineke	
owner(s) of Citibank, N.	the land hereinafter described and here	einafter refer	red to as "Owner," and	
present owr herein after	ner and holder of the mortgage or deed of referred to as "Creditor."	of trust and re	lated note first hereinafter des cribed and	
mortgage of Page	r deed of trust was recorded on January	25th, 2002000000000000000000000000000000000	0032710 . in the Official Records of the	
a sum not g in favor of _0 payable with	Owner has executed, or is about to exerted than \$375,757.00 , to be date to the terms and condition to the terms and conditions are corded concurrently herewith; and	d no later tha	_, hereinafter referred to as "Lender,"	
WHEREAS	, it is a condition precedent to obtaining	said loan tha	at said mortgage or deed of trust last above	

mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before

described, prior and superior to the lien or charge of the mortgage or deed of trust first above mentioned; and



CONTINUATION OF SUBORDINATION AGREEMENT

WHEREAS, Lender is willing to make said loan provided the mortgage or deed of trust securing the same is a lien of charge upon the above described property prior and superior to the lien of charge of the mortgage or deed of trust first above mentioned and provided that Creditor will specifically and unconditionally subordinate the lien or charge of the mortgage or deed of trust first above mentioned to the lien or charge of the mortgage or deed of trust in favor of Lender; and

WHEREAS, it is the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that the mortgage or deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the mortgage or deed of trust in favor of the Creditor above mentioned.

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 said mortgage or deed of trust securing said note in favor of Lender 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 the mortgage or deed of trust in favor of the Creditor first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage or deed of trust in favor of the Creditor first above mentioned to the lien or charge of the mortgage or deed of trust in favor of the Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages or deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the mortgage or deed of trust in favor of the Creditor first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or deed of trust.

Creditor declares, agrees and acknowledges that

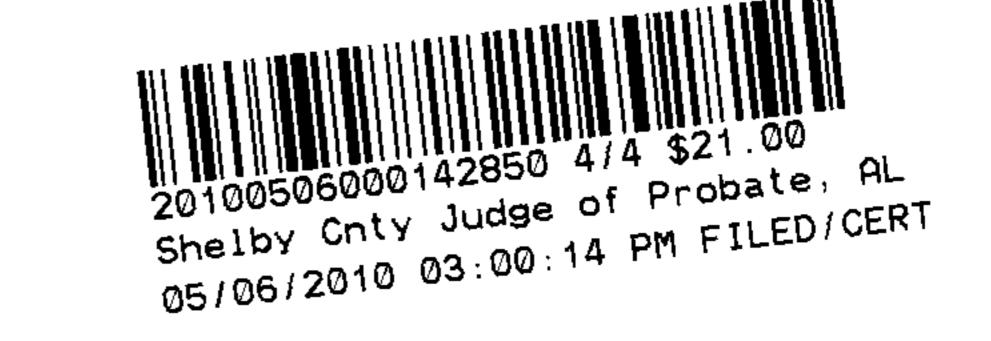
- (a) It consents to and approves (i) all provisions of the mortgage or deed of trust and the related note in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making 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 agreements shall not defeat the subordination herein made in whole or part;
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage or deed of trust in favor of the Creditor to the lien or charge upon said land of the mortgage or deed of trust in favor of Lender above referred to 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
- (d) If requested by Lender, an endorsement has been placed upon the note secured by the mortgage or deed of trust first above mentioned in favor of the Creditor that said mortgage or deed of trust has by this instrument been subordinated to the lien or charge of the mortgage or deed of trust in favor of Lender above referred to.

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.

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

CONTINUATION OF SUBORDINATION AGREEMENT

CITIBANK, N.A. By	20100506000142850 3/4 \$21.00 Shelby Cnty Judge of Probate, AL 05/06/2010 03:00:14 PM FILED/CER
Printed Name Title	Printed Name Title
	Printed Name Title UST BE ACKNOWLEDGED) EXECUTION OF THIS AGREEMENT, THE PARTIES EYS WITH RESPECT THERETO
STATE OFMISSOURI County ofST. CHARLES))) Ss.
On 2-26-10, before me, Kevin Gehring personally appearance Vice President of Citibank N.A. personally known to me (or proved to me on the basis name(s) is/are subscribed to the within instrument and	of satisfactory evidence) to be the person(s) whose acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that person(s), or the entity upon behalf of which the person Witness my hand and official seal.	
NOTARY SEAL	Notary Public in said County and State Kevin Geijizin G



Order ID: 8335512 Loan No.: 0301102851

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 1, according to the Survey of Greystone, 8th Sector, Phase 1, as recorded in Map Book 21, page 151 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Excepting therefrom all oil, gas, minerals and other hydrocarbon substances below a depth of 500 feet, without rights of surface entry, as reserved in instruments of record.

Assessor's Parcel Number:

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038280004001000