

20100507000143620 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
05/07/2010 11:07:35 AM FILED/CERT

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

RBC Bank (USA) Account No. 8108263183  
Prepared by: Pete Starling

**State of Alabama**  
**County of Shelby**

**Lien Subordination – Alabama**

**THIS LIEN SUBORDINATION** is made as of the 24th day of March, 2010, by **RBC BANK (USA)**, a North Carolina state chartered bank and successor in interest to First American Bank ("RBC Bank"), and ~~Bank of America N.A.~~ ("New Lender") (collectively, the "Parties").

~~Bank of America NA~~  
101 South Tryon Street  
Charlotte, NC 28255

**WITNESSETH:**

**WHEREAS**, Jerry W Snead and Marilyn H Snead ("Borrower") borrowed funds in the maximum principal amount of Thirty Two Thousand and 00/100 Dollars (\$32,000.00) from RBC Bank, said loan being evidenced by a promissory note, an equity line of credit agreement, or other instrument dated as of the 19th day of April, 2007, as affected by that EquityLine Account Modification Agreement dated the 24th day of March, 2010, terminating the Equity Line to Future Advances ("Note");

**WHEREAS**, the Note is secured by a Mortgage dated as of the 19th day of April, 2007, recorded as Instrument Number 20070521000235710, 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 Seventeen Thousand Two Hundred and 00/100 Dollars ~~As \$217,200.00~~ ("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 15 day of April, 2010, in the amount of Two Hundred Seventeen Thousand Two Hundred and 00/100 Dollars (\$217,200.00) ("New Mortgage"); and

**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.

**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.

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)

Carwell  
Print Name: Caroline A. Wells

By:

Name:

Title:

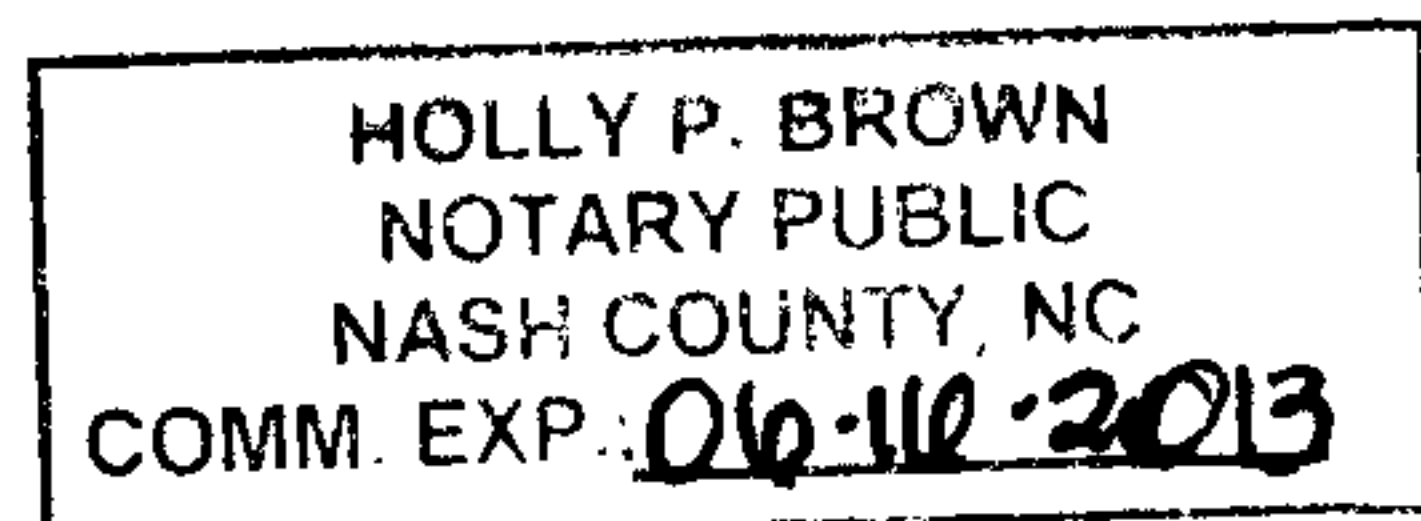
Michelle Lavender  
Michelle Lavender  
Bank Officer

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 29<sup>th</sup> day of March, 2010.



Holly P. Brown  
Notary Public

My Commission Expires: 06-10-2013



## Exhibit "A"

### Legal Description

ALL THAT PARCEL OF LAND IN CITY OF STERRETT, SHELBY COUNTY, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS METES AND BOUNDS PROPERTY. FROM AN IRON ACCEPTED AS THE N.E. CORNER OF THE NW 1/4 - SW 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SIGHTING WEST 1325.26 FEET ON A 3 PIPE ACCEPTED AS THE N.W. CORNER OF SAID NW 1/4 - SW 1/4, TURN THENCE 00 DEG 01 46" RIGHT AND RUN 168.86 FEET ALONG AN ACCEPTED PROPERTY LINE TO A 1/2 INCH REBAR; THENCE 00 DEG 01 35" LEFT AND RUN 388.86 FEET ALONG AN ACCEPTED PROPERTY LINE TO A 1/2 INCH REBAR; THENCE TURN 00 DEG 00 07" LEFT AND RUN 105.94 FEET ALONG AN ACCEPTED PROPERTY LINE TO A 1/2 INCH REBAR, BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE TURN 00 DEG 00 38" LEFT AND RUN 34.17 FEET ALONG AN ACCEPTED PROPERTY LINE TO A RAILROAD SPIKE IN THE CENTER OF SEASON ROAD; THENCE TURN 53 DEG 34 34" LEFT AND RUN 75.67 FEET ALONG SAID ROAD CENTERLINE TO A RAILROAD SPIKE; THENCE TURN 10 DEG 52 19" LEFT AND RUN 169.98 FEET ALONG SAID ROAD CENTERLINE TO A RAILROAD SPIKE; THENCE TURN 11 DEG 55 15" RIGHT AND RUN 146.75 FEET ALONG SAID ROAD CENTERLINE TO A RAILROAD SPIKE; THENCE TURN 127 DEG 28 12" LEFT AND RUN 238.58 FEET ALONG AN ACCEPTED PROPERTY LINE TO A 1/2 INCH REBAR; THENCE TURN 89 DEG 27 46" LEFT AND RUN 330.74 FEET ALONG AN ACCEPTED PROPERTY LINE TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND, SITUATED IN THE NW 1/4 - SW 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY AS CONVEYED TO JERRY W. SNEAD AND MARILYN SNEAD, HUSBAND AND WIFE, AS JOINT TENANTS, WITH RIGHTS OF SURVIVORSHIP BY FEE SIMPLE DEED FROM GINA A. COLAFRANCESCO, MARRIED AS SET FORTH IN INST # 20030604000345730 DATED 05/30/2003 AND RECORDED 06/04/2006, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

Tax ID: 08-3-06-0-000-006.010

2207241  
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