

76427524 SUBORDINATION AGREEMENT 710-020337  
Record 2nd wk 2134

Borrower: CARL R. FLOCK

Property Address: 5544 DOUBLE OAK LANE, BIRMINGHAM, ALABAMA 35242

This Subordination Agreement dated 5-20-10, is between COMPASS BANK, (Junior Lender),

And, COMPASS BANK (New Senior Lender).

Recording Requested by &  
When Recorded Return To:  
US Recordings, Inc.  
2925 Country Drive  
St. Paul, MN 55117

**RECITALS**

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$78,000.00

Dated 6/28/2006, and recorded in book \_\_\_\_\_, page 0375910

Instrument Number 2005072700 on 7/27/2006 (date),

in SHELBY (County),

ALABAMA (State).

The original mortgage or Deed of Trust referenced above secures a home equity revolving line of credit. The 78,000.00 principal amount of the line of credit secured by the original Deed of Trust is changed to 65,000.00 The credit agreement with this modification and this modification do not change the maturity date of the original Deed of Trust

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 \$69,400.00 Dated: 6-2-10. 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 \$69,400.00, 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: \_\_\_\_\_

Title: \_\_\_\_\_ of Compass Bank

New Senior Lender: \_\_\_\_\_

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

State of Alabama

County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jeff Tankersly, 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 20th day of May, 20 10.

(Seal)

Mary B Bryant  
Notary Public  
My commission expires: 2/11/2014

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: \_\_\_\_\_

PREPARED BY:  
JEFF TANKERSLY  
401 W. VALLEY AVE  
HOMELAND, AL 35209


  
20100615000190190 3/3 \$17.00  
Shelby Cnty Judge of Probate, AL  
06/15/2010 12:39:12 PM FILED/CERT

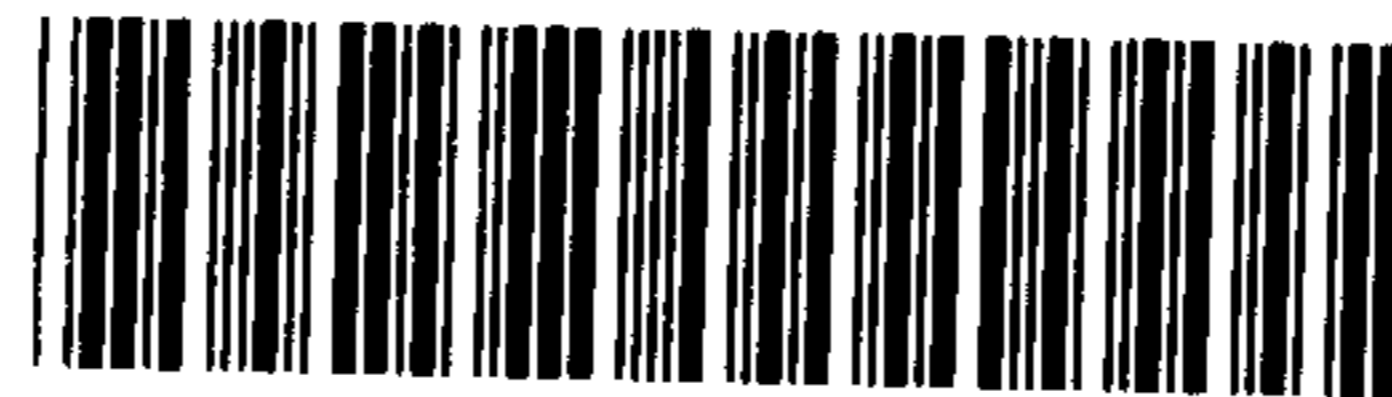
EXHIBIT A

LOT 19, BLOCK 1, ACCORDING TO THE MAP AND SURVEY OF  
CHEROKEE FOREST, FIRST SECTOR, AS RECORDED IN MAP BOOK 5,  
PAGE 17, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS,  
EASEMENTS, RIGHTS-OF-WAY, PROVISIONS, COVENANTS,  
TERMS, CONDITIONS AND BUILDING SET BACK LINES OF RECORD.

ADDRESS: 5544 DOUBLE OAK LANE; BIRMINGHAM, AL 35242 TAX  
MAP OR PARCEL ID NO.: 10-8-27-0-001-020-000

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY



\*U01322612\*

2134 6/9/2010 76427524/2