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Shelby Cnty Judge of Probate, AL  
06/25/2010 02:04:23 PM FILED/CERT

RECORDING REQUESTED BY

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

7645506

Citibank Account No.: 2714037906

839644

Space Above This Line for Recorder's Use Only

A.P.N.: \_\_\_\_\_ Order No.: \_\_\_\_\_ Escrow No.: 813718

Recorded

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY  
INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY  
THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 10th day of May, 2010, by

James A Reed and \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

owner(s) of the land hereinafter described and hereinafter referred to as "Owner," and  
Citibank, N.A. as successor to E.A.B.,

present owner and holder of the mortgage or deed of trust and related note first hereinafter described and  
herein after referred to as "Creditor."

To secure a note in the sum of \$ 10,000.00, dated August 20th, 2007 in favor of Creditor, which  
mortgage or deed of trust was recorded on September 28th, 2007 in Book \_\_\_\_\_,  
Page \_\_\_\_\_ and/or as Instrument No. 20070928000455660 in the Official Records of the  
Town and/or County of referred to in Exhibit A attached hereto; and

WHEREAS, Owner has executed, or is about to execute, a mortgage or deed of trust and a related note in  
a sum not greater than \$ 139,393.00, to be dated no later than May 21, 2010,  
in favor of \_\_\_\_\_, hereinafter referred to as "Lender,"  
payable with interest and upon the terms and conditions described therein, which mortgage or deed of  
trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that 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.**

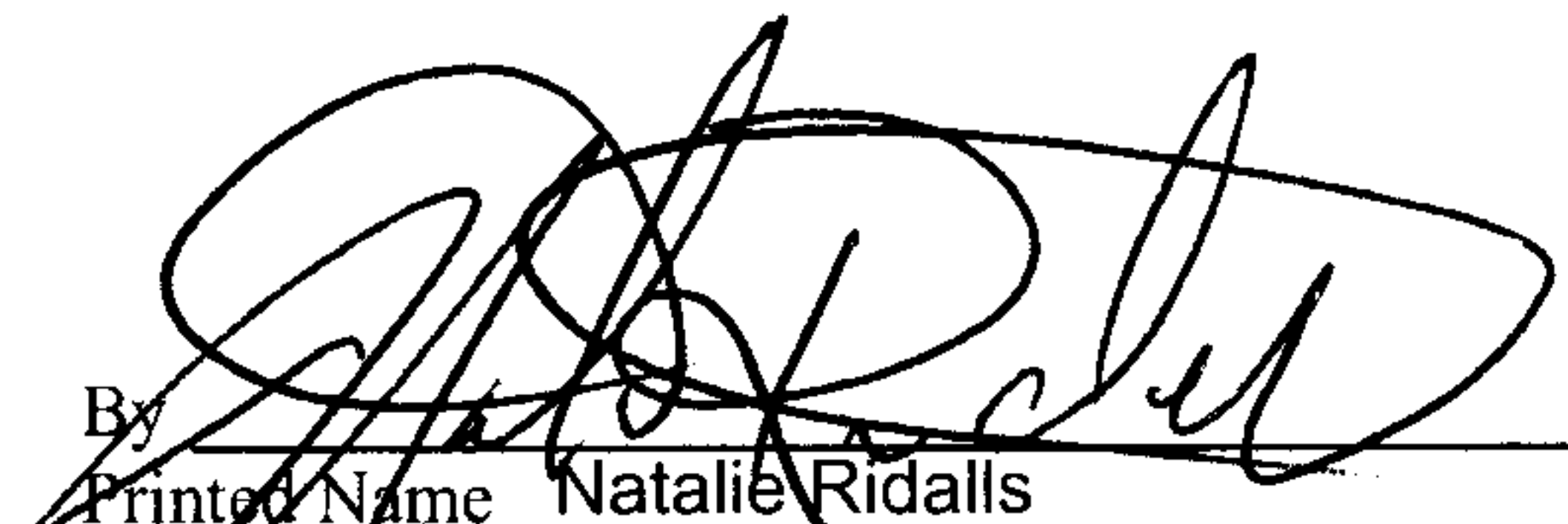
SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE



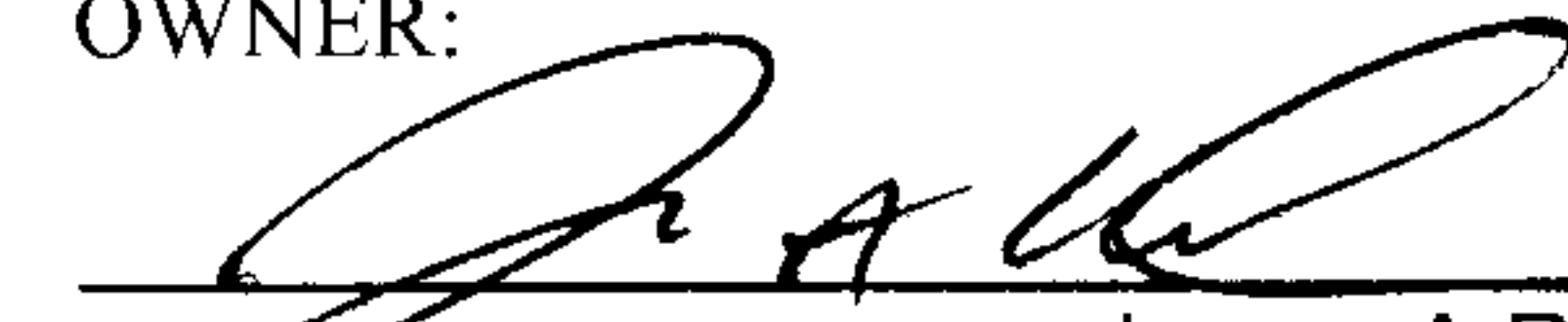
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CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR: Citibank, N.A. as successor to E.A.B.,

By   
Printed Name Natalie Ridalls  
Title Assistant Vice President

OWNER:

  
Printed Name James A Reed  
Title \_\_\_\_\_

Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

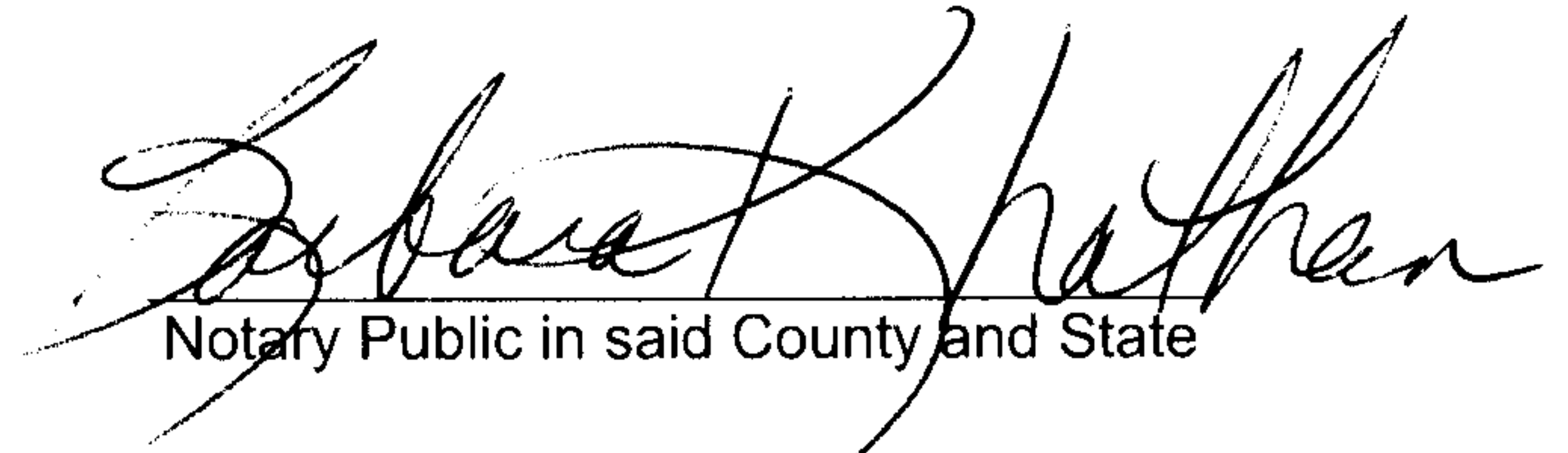
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES  
CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

STATE OF Michigan )  
County of Washtenaw ) Ss.

On May, 10th 2010, before me, Barbara K Nathan personally  
appeared Natalie Ridalls Assistant Vice President of  
**Citibank, N.A.**

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

  
Notary Public in said County and State



BARBARA K. NATHAN  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Jun. 07, 2014  
Acting in the County of Washtenaw



20100625000203260 4/5 \$23.00  
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STATE OF Alabama)  
County of Jefferson) Ss.

On May 21, 2010, before me, Karen K. Mache, personally appeared  
James A. Reed and \_\_\_\_\_  
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the  
same in his/her/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s),  
or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Karen K. Mache  
Notary Public in said County and State

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 6, 2013  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

File No: 813718

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**“EXHIBIT A”  
Legal Description**

ALL THAT PARCEL OF LAND IN COUNTY OF SHELBY, STATE OF ALABAMA AS MORE FULLY DESCRIBED IN DOCUMENT 20070813000385880 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1, SLOUGH HOLLOW, CONTAINING 4.9 ACRES +/-, ACCORDING TO THE RECORDED SURVEY MAP OF SLOUGH HOLLOW, A SINGLE FAMILY SUBDIVISION, SITUATED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA, AS RECORDED IN MAP BOOK 16 PAGE 11, SHELBY COUNTY, ALABAMA.

• BEING THE SAME PROPERTY CONVEYED TO JAMES A. REED FROM SHERI MASSI REED AND JAMES A. REED BY QUITCLAIM DEED AS SET FORTH IN DOCUMENT 20070813000385880 RECORDED ON 08/16/2007 RECORDER OF DEEDS SHELBY COUNTY, STATE OF ALABAMA.

APN: 243050000003002

\*U01341521\*  
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