

10-0143

## Lien Subordination Agreement

THIS LIEN SUBORDINATION AGREEMENT ("Agreement") is made of the 6th day of August, 2010 by COMPASS BANK and Hometown Mortgage Services, Inc., ("New Lender") (collectively, the "Parties").

### RECITALS:

**WHEREAS**, David Bandy and wife, Jennifer Bandy ("Borrowers") borrowed funds in the maximum principal amount of Fifty Thousand Dollars (\$50,000.00) from Compass Bank, said loan being evidenced by a promissory note, an equity line of credit agreement, or other obligation dated November 5, 2004 and recorded as Instrument Number 20041217000689690, in the Office of the Judge of Probate of Shelby County, Alabama. Said loan modified on December 17, 2004 to increase the maximum principal amount to Sixty Thousand Dollars (\$60,000.00) by Modification of Mortgage recorded as Instrument Number 20050221000082000, in the Office of the Judge of Probate of Shelby County, Alabama. ("Mortgage"); and

**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 \$ 198,200.00, which loan will be evidenced by a Note or other obligation to be executed by Borrower in favor of New Lender ("New Note"), and which will be secured by a mortgage from borrower to New Lender ("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. Compass Bank hereby subordinates the Mortgage and the lien thereof to the New Mortgage, up to the Maximum Principal Amount. To the extent that New Lender extends to Borrower any amount over and above the Maximum Principal Amount, and to the extent of any interest, fees, premiums, penalties, charges, costs, and expenses relating thereto, 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 Maximum Principal Amount, as provided above, and to carry out such purpose, Compass 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 Maximum Principal Amount, 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 Compass Bank and New Lender shall include the heirs, successors, and assigns of such party, 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**, Compass Bank has caused this instrument to be executed by its duly authorized officer, as of the day and year first above written.

COMPASS BANK

By: Jeff Tankusley

Its: VP

STATE OF Alabama

COUNTY OF Jefferson

I, Mary B Bryant, a Notary Public, in and for said

County in said State, hereby certify that Jeff Tankusley,

whose name(s) is/are signed as VP of **Compass Bank** to the foregoing **Subordination Agreement**, and who is/are known to me or has been made known to me, acknowledges before me on this day that, being informed of the contents of the **Subordination Agreement**, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said **Compass Bank**.

Given under my hand and official seal this 6th day of

August, 2010.

Mary B Bryant

Notary Public

My Commission Expires: 2/11/2014

This Instrument Prepared By:  
Bryan Gregg  
684 Bowen Road  
Ashland, Alabama 36251