



20101207000408970 1/4 \$22.00
Shelby Cnty Judge of Probate, AL
12/07/2010 01:28:54 PM FILED/CERT

Prepared By:JEFF TANKLESLEY
COMPASS BANK
105 DOUG BAKER BLVD
BIRMINGHAM AL 35242

**Recording requested by and
When recorded return to:**
LSI
Custom Recording Solutions
2550 N. Red Hill Ave.
Santa Ana, CA. 92705
800 756 3524 x 5011

Order #9684139

Subordination Agreement

Recording requested by: LSI
When recorded return to :
Custom Recording Solutions
2550 N. Redhill Ave. 9484139
Santa Ana, CA. 92705
800-756-3524 Ext. 5011

SUBORDINATION AGREEMENT

Borrower: LUDOLF H. ROELL & SHERRY EDWARDS ROELL

Property Address: 5096 Greystone Way, Birmingham, AL 35242

This Subordination Agreement dated 9/24/2010, is between COMPASS BANK, (Junior Lender),

And ~~BBVA COMPASS~~ (New Senior Lender).
COMPASS BANK

RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$125,000.00,

Dated 2/6/2008, and recorded in book _____, page _____, as instrument

Number 20080221000071850 on 2/21/2008 (date), in SHELBY (County),

ALABAMA (State).

The original mortgage or Deed of Trust referenced above secures a home equity revolving line of credit. The 125,000.00 principal amount of the line of credit secured by the original Deed of Trust is changed to 200,415.00 The credit agreement with this modification and this modification does not change the maturity date of the original Deed of Trust. Modification was recorded in Instrument No. 20100211000041370 on 02/11/2010 Shelby County in the State of Alabama

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 ~~\$345,000.00~~ ^{350,600.00} Dated: 10/19/2010. This will be the New Senior Security Instrument.

Rec Dt 11/10/2010, I# 201011100376480

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 \$ ~~345,000.00~~ ^{350,600.00} 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: Jeff Paulsen

Title: VP of Compass Bank

New Senior Lender: [Signature]

Title: VP

State of Alabama

County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jeff Paulsen, as VP 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 24th day of September, 2010.

(Seal)

Mary B Bryant
Notary Public
My commission expires: 2/11/2011

State of Texas

County of Hidalgo

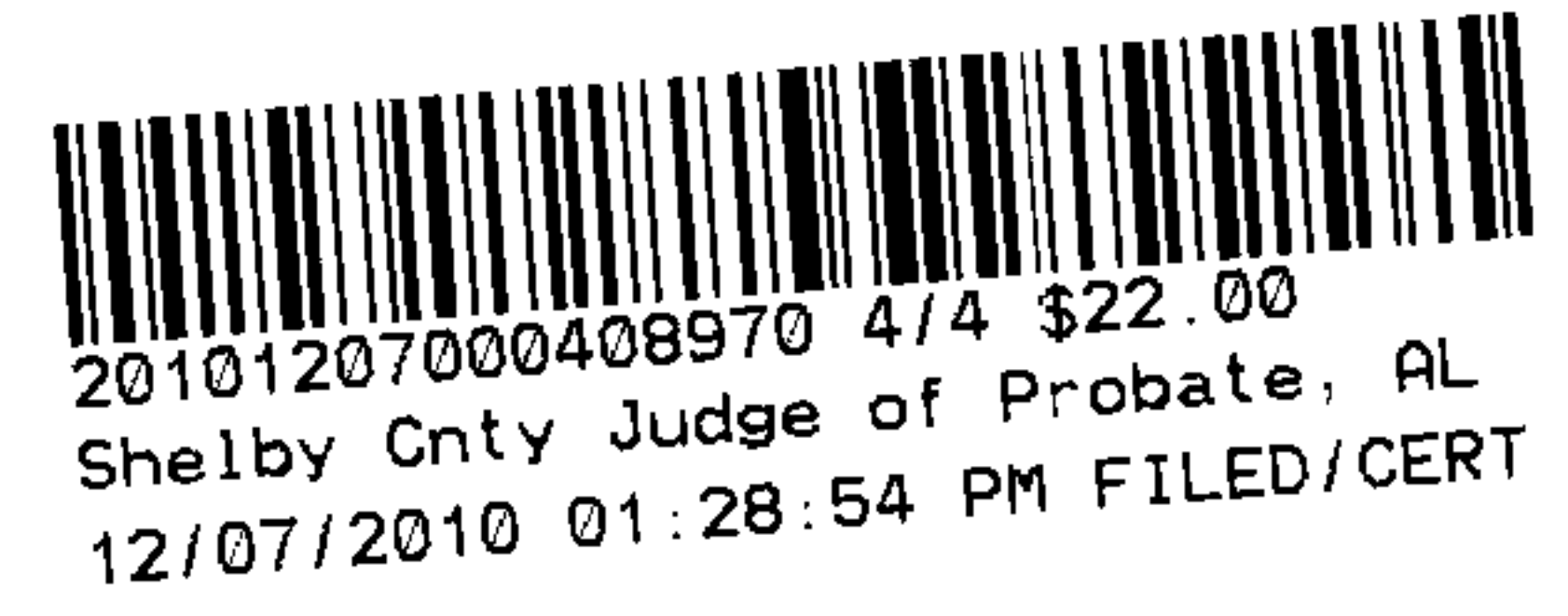
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles King, as VP (title) of BBVA Compass (institution) whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents 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 24th day of September, 2010.

(Seal)



Melissa Magallan
Notary Public
My commission expires: 05/15/2012



Loan # : 80ROELL LH

Exhibit A

LEGAL DESCRIPTION

The following described property:

Real Estate, lying and being in the County of Shelby, State of Alabama:

Lot 20, according to the Survey of Greystone, 4th Sector, as recorded in Map Book 16, Page 89 A, B & C, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with the nonexclusive easement to use the private roadways, Common Areas, and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990 and recorded in Real 317, Page 260, in the Probate Office of Shelby County, Alabama and all amendments thereto.

Assessor's Parcel No: 038280001006009