

SUBORDINATION AGREEMENT

The undersigned ("Subordinating Party") is the holder of a Mortgage or Deed of Trust, herein known as a "Security Instrument", dated October 17, 2008, in the amount of \$24,451.00 recorded on November 13, 2008 as document/book number 20081113000438610 in the County of SHELBY, in the state of Alabama granted by DAVID M. GRUBIC AND LISA M. GRUBIC herein known as "Borrower", granting Subordinating Party a security interest in the following described property ("Property"):

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF AL, AND IS DESCRIBED AS FOLLOWS:

LOT 1526, ACCORDING TO THE SURVEY OF EAGLE POINT - 15TH SECTOR, AS
[Legal Description Continued on Reverse Side]

AMTRUST BANK, A DIVISION OF NYCB, herein known as "Lender", has granted or will grant to Borrower an extension of credit or other financial accommodation to be secured by a lien ("Lien") on the aforementioned Property.

In consideration of Lender's granting to Borrower an extension of credit or other financial accommodation and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby subordinate it's interest, right and title granted by the aforementioned Lien, not to exceed the total amount of \$317,000.00, provided that the Lien is secured by a properly recorded Mortgage or Deed of Trust granted by Borrower to Lender on the above described Property and except with respect to Protective Advances described below. The Subordinating Party expressly reserves all right, title and interest in the Property granted by the Security Instrument as to any person other than Lender or Lender's assignees.

If the Subordinating Party makes advances of funds in performance of an obligation of the Borrower pursuant to the Subordinating Party's Security Instrument ("Protective Advances") and, if paid with the written consent of the Lender, such Protective Advances shall be secured by the Subordinating Party's Security Instrument and shall be given priority to and be superior to the aforementioned Lien granted to Lender.

Lender shall have prior rights as to Subordinating Party pursuant to the aforementioned properly recorded Lien as to proceeds arising as a result of the following: the exercise of eminent domain against all or any part of the Property, all rents, income, and profits, all amounts received for the taking of all or any part the Property by condemnation proceedings, all compensation received as damages for injury to all or any part of the Property, all proceeds from insurance on improvements to the Property, and all net proceeds from a foreclosure against the Property, including a deed given in lieu of foreclosure.

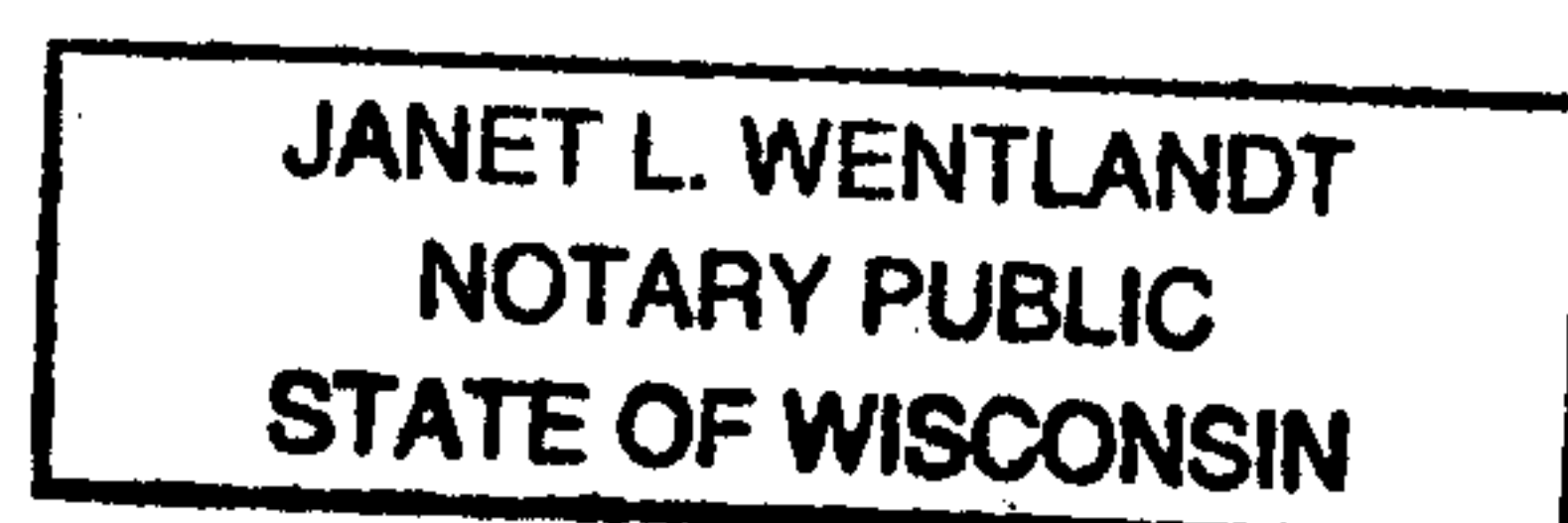
This agreement is binding on the successors and assigns of both the Subordinating Party and the Lender. This Subordination Agreement is executed this 8th day of November, 2010 on behalf of M & I Bank FSB by its officers:

Diana J. Reynolds (Seal)
Diana J. Reynolds
Title: Vice President

Terry L. Kiefer (Seal)
Terry L. Kiefer
Title: Officer

State of Wisconsin }
County of Milwaukee } ss.

This instrument was acknowledged before me on the 8th day of November, 2010, by Diana J. Reynolds and Terry L. Kiefer as officers of M & I Bank FSB.



Janet L. Wentlandt
JANET L. WENTLANDT
Notary Public, State of Wisconsin
My Commission (Expires) (Is) 2/27/11

Return To: M&I Bank
401 N. Segoe Road
Madison, WI 53705

This instrument was drafted by: Janet Wentlandt

Return Recorded Documents To:
Nations Direct Title Agency
1100 Ocean Shore Blvd Suite 5
Ormond Beach, FL 32176
(877) 236-2973

LN# 32598060-1

20101208000411670 2/2 \$15.00
Shelby Cnty Judge of Probate, AL
12/08/2010 01:05:42 PM FILED/CERT

[Legal Description Continued from Front Side]

RECORDED IN MAP BOOK 26, PAGE 35, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

COMMONLY KNOWN AS 7007 EAGLE VALLEY WAY, BIRMINGHAM, AL 35242.

ACQUISITION OF PROPERTY: GRANTORS: ADERHOLT HOMEBUILDERS, INC., GRANTEES:
DAVID G. GRUBIC AND LISA M. GRUBIC, HUSBAND AND WIFE DATED: JULY 20, 2000
RECORDED DATE: JULY 27, 2000 RECORDED AT: 2000-25134

