


20110113000013450 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
01/13/2011 03:18:13 PM FILED/CERT

When Recorded Return To:
Real Estate Title Services, LLC
9721 Ormsby Station Rd, Suite 105
Louisville, KY 40223

This Instrument was Prepared By:
SurePoint Lending
9721 Ormsby Station Rd, Suite 107
Louisville, KY 40223

RETS File No: 210100903

SUBORDINATION AGREEMENT

Document Date: December 23, 2010

First Party: Compass Bank

Second Party: Mortgage Electronic Registration Systems, Inc. as nominee for SurePoint Lending abn First Residential Mortgage Network, Inc.

Property Address: 469 Weatherly Club Drive, Pelham, AL 35124

Legal Description: See page 4

Tax Map Reference: 14-9-31-0-000-001.121

When Recorded Mail To:
Real Estate Title Services, LLC
9721 Ormsby Station Road, Suite 105
Louisville, KY 40223
(502) 315-1670

SUBORDINATION AGREEMENT

Borrower: DAVID N. HOHNSTEIN AND HOLLY G. HOHNSTEIN

Property Address: 469 WEATHERLY CLUB DRIVE, PELHAM ALABAMA 35124

This Subordination Agreement dated 12/23/10, is between COMPASS BANK, (Junior Lender),

And, MORTGAGE ELECTRONIC REGISTRY SYSTEMS/SUREPOINT LENDING ABN FIRST
RESIDENTIAL MORTGAGE NETWORK, INC. (New Senior Lender).

RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$35,400.00

Dated 6/22/2005, and recorded in book N/A, page N/A

Instrument Number 200⁵~~8~~0705000332820 on 7/5/05 (date), in SHELBY (County),

ALABAMA (State).

The original mortgage or Deed of Trust referenced above secures a home equity revolving line of credit. The 35,400.00 principal amount of the line of credit secured by the original Deed of Trust is changed to 37,000.00 The credit agreement with this modification and this modification does 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 \$179,850.00 Dated: Dec. 16, 2010. 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 \$179,850.00, 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)

(2)

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 Tankersley
Title: VP of Compass Bank

New Senior Lender: [Signature]
Title: Authorized Agent

The State of Alabama

Jefferson County

I, Mary B Bryant a State Notary in and for said County, in said State, hereby certify that Jeff Tankersley whose name as Vice President of BBVA Compass, a corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as VP as aforesaid. Given under my hand this the 23rd day of December, 2010

(Seal)

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

State of Kentucky
County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bryle Malone, as Auth Agent (title) of MERS Inc. (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 27th day of Dec., 2010.

(Seal)

[Signature]
Notary Public

My commission expires: 3-3-2011

SAMANTHA COTTRELL
NOTARY PUBLIC
STATE AT LARGE
STATE OF KENTUCKY
My Commission Expires March 3, 2011

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Exhibit "A"

File Number: 210100903

The following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 2718, according to the Survey of Weatherly Highlands Club Drive, Sector 27, as recorded in Map Book 27, Page 98, in the Probate Office of Shelby County, Alabama.

Being the same property conveyed to David N. Hohnstein and Holly G. Hohnstein, by Warranty Deed dated March 29, 2002, of record in Instrument No. 2002-16827, in the Office of the Probate Records of Shelby County, Alabama.

Being the same property commonly known as: 469 Weatherly Club Drive, Pelham, Alabama 35124
Tax ID No.: 14-9-31-0-000-001.121

(4)