

Return to

**Accurate Title Group, LLC**

9013 Perimeter Woods Dr., Ste H

Charlotte, North Carolina 28216

~~WHEN RECORDED, RETURN TO:~~

Nationstar Mortgage LLC

P.O. Box 199000, Final Docs

Dallas, TX 75219-9000



20110221000059260 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
02/21/2011 03:16:39 PM FILED/CERT

Loan No: 258838168

Prepared By: Tyler Brown

513522

### **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 Subordination Agreements is made and entered into as of the 25<sup>th</sup> day of January, 2011, by and between Superior Bank (hereinafter "Subordinating Lienholder") and Eric C. Crook and Stacy P. Crook (hereinafter referred to as "Borrower", whether one or more), in favor of NATIONSTAR MORTGAGE LLC, (hereinafter "Lender").

### **WITNESSETH**

THAT WHEREAS, Borrower did execute a mortgage, deed of trust or other security instrument (the "Prior Security Instrument"), dated February 16, 2006, in favor of Subordinating Lienholder, covering the following described parcel of real property:

"See Exhibit A"

which Prior Security Instrument was recorded as Instrument No. 20060221000083620, in volume \_\_\_\_\_, page \_\_\_\_\_, in the official lien records of Jefferson County, State of Alabama; and

WHEREAS, Borrower has executed or is about to execute an additional mortgage, deed of trust or security instrument (the "Current Security Instrument") securing a note in the sum of \$354,500.00 in favor of Lender payable with interest and upon the terms and conditions described therein, which Current Security Instrument is to be recorded concurrently herewith; and

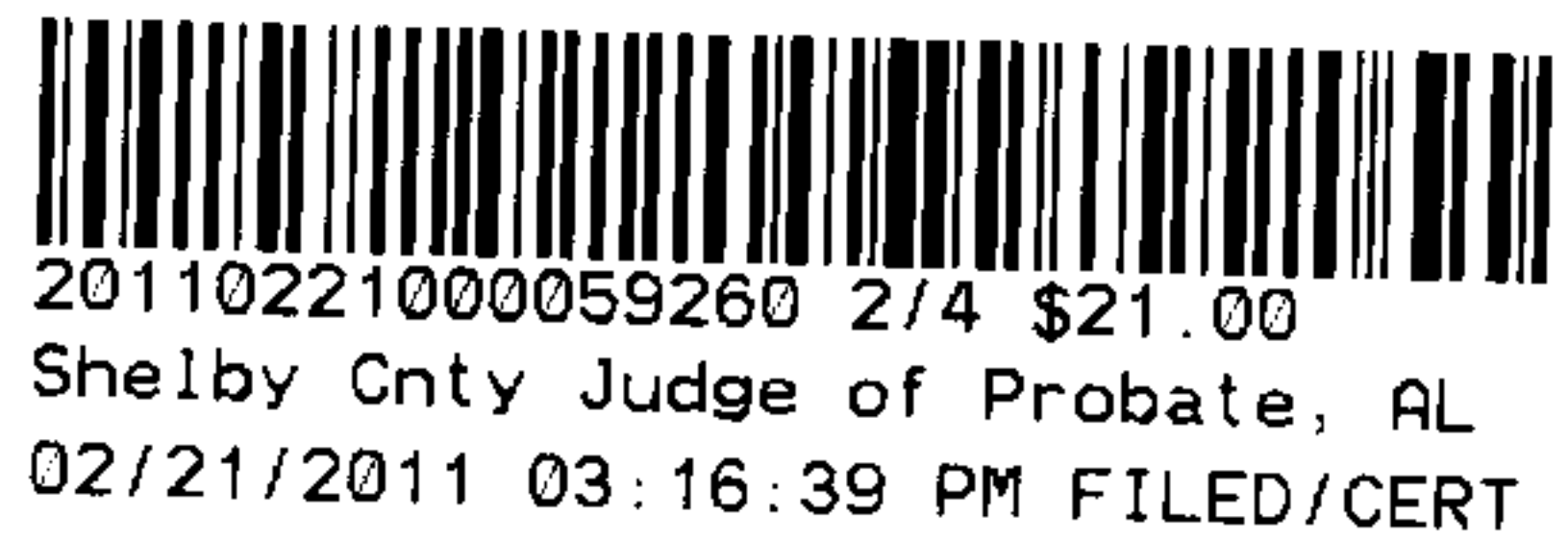
WHEREAS, it is a condition precedent to obtaining said loan that the lien of such loan shall unconditionally be and remain at all times a lien or charge upon the land hereinabove described, prior and superior to the lien or charge of the loan first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Current Security Instrument securing the same constitute a lien or charge upon the above described property prior and superior to the lien or charge of the Prior Security Instrument and provided that Subordinating Lienholder will specifically and unconditionally subordinate the lien or charge of the Prior Security Instrument to the lien or charge of the Current Security Instrument in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Borrower; and Subordinating Lienholder has agreed that the Current Security Instrument 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 Prior Security Instrument.

NOW, THEREFORE, in consideration of the premises, and the mutual benefits accruing to the parties hereto, and for other valuable consideration, the receipt and sufficiency of which 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) Subordinating Lienholder does hereby unconditionally subordinate the lien of the Prior Security Instrument to the lien of the Current Security Instrument in favor of Lender, and all advances or charges made or accruing thereunder, including any extensions or renewals thereof.

(2) Subordinating Lienholder acknowledges that, prior to the execution hereof, Subordinating Lienholder has had the opportunity to examine the terms of Lender's Current Security Instrument, note and agreements relating thereto, consent to and approves same, and recognizes that Lender has no obligation to Subordinating Lienholder to advance any funds under its Current Security Instrument or see to the application of Lender's funds, and any application or use of such funds for purposes other than those provided for in such Current Security Instrument, note or agreements shall not defeat the subordination herein made in whole or in part.

(3) Lender would not make its loan above described without this agreement.

(4) This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the Prior Security Instrument to the lien or charge of the Current Security Instrument in favor of Lender above referred to, and shall supersede and preempt any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Prior Security Instrument, which provide for the subordination of the lien or charge thereof to any other security interest, mortgage or mortgages thereafter created.

(5) Subordinating Lienholder is the current holder or beneficiary of the Prior Security Instrument and has full power and authority to enter into this agreement.

(6) The undersigned signing on behalf of Subordinating Lienholder has full power and authority to execute this agreement.

(7) The heirs, administrators, assigns and successors in interest of the Subordinating Lienholder shall be bound by this agreement.

Except for such subordination, the Deed of Trust now held by the subordinating lien holder and all terms and conditions thereof shall be and remain in full force and affect.

**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.**

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

SUBORDINATE LIEN HOLDER

By: Janet Hampton  
Vice President

By : Cheri Morris  
Witness

[Signature]  
Borrower  
[Signature]  
Borrower

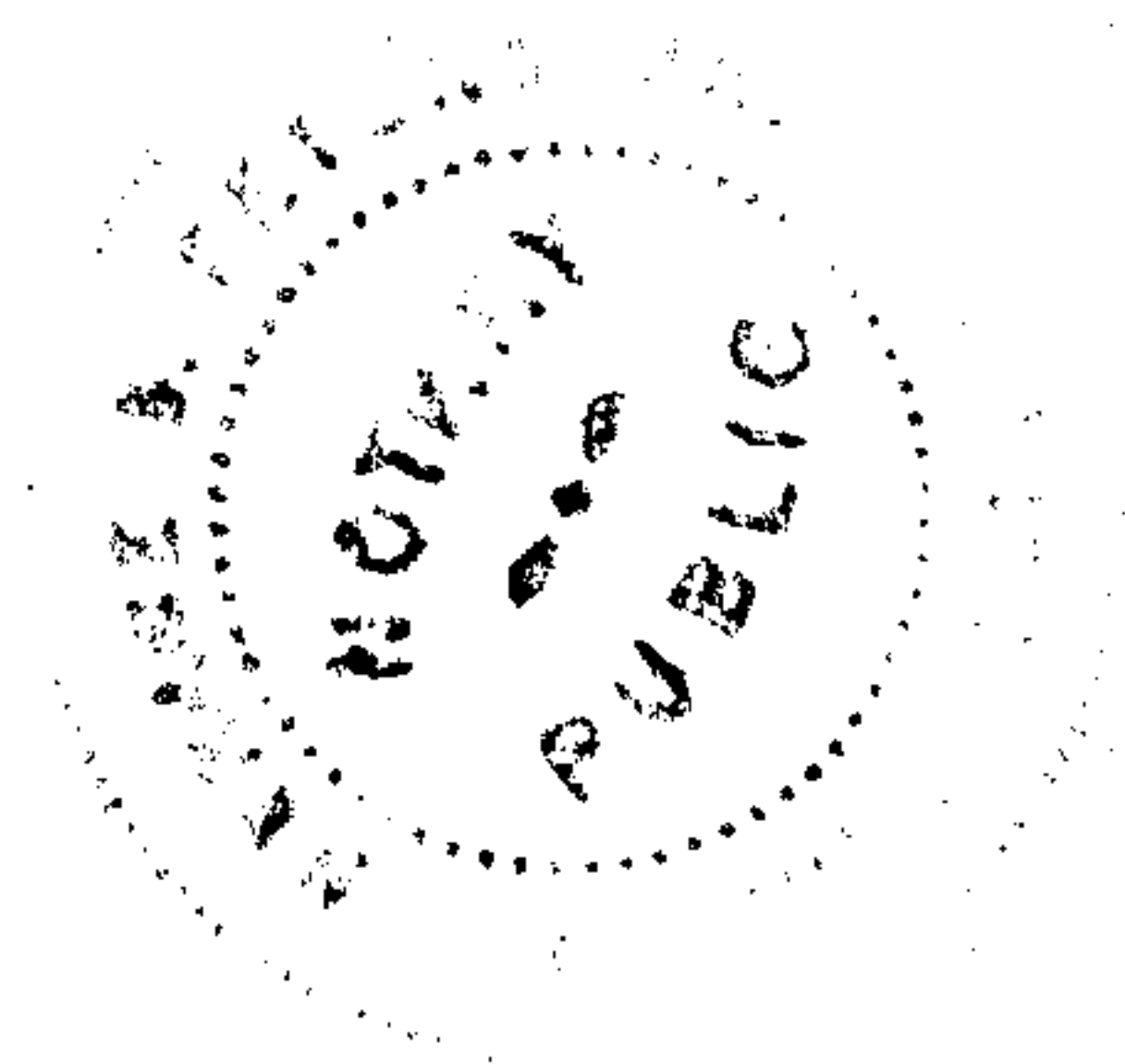




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(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Alabama )  
 )SS.  
COUNTY OF Shelby )



On the 10<sup>TH</sup> day of FEBRUARY, 2011, personally appeared before me FRANK C. CROOK AND STACY P. CROOK, 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

Harold Polong  
Notary Public

My appointment expires: 08/15/2011

STATE OF Alabama )  
 )SS.  
COUNTY OF Jefferson )

On the 25 day of January, 2011, personally appeared before me Janet Hampton, Vice President, 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

Sherry J. Hayes  
Notary Public

My appointment expires: May 11, 2014

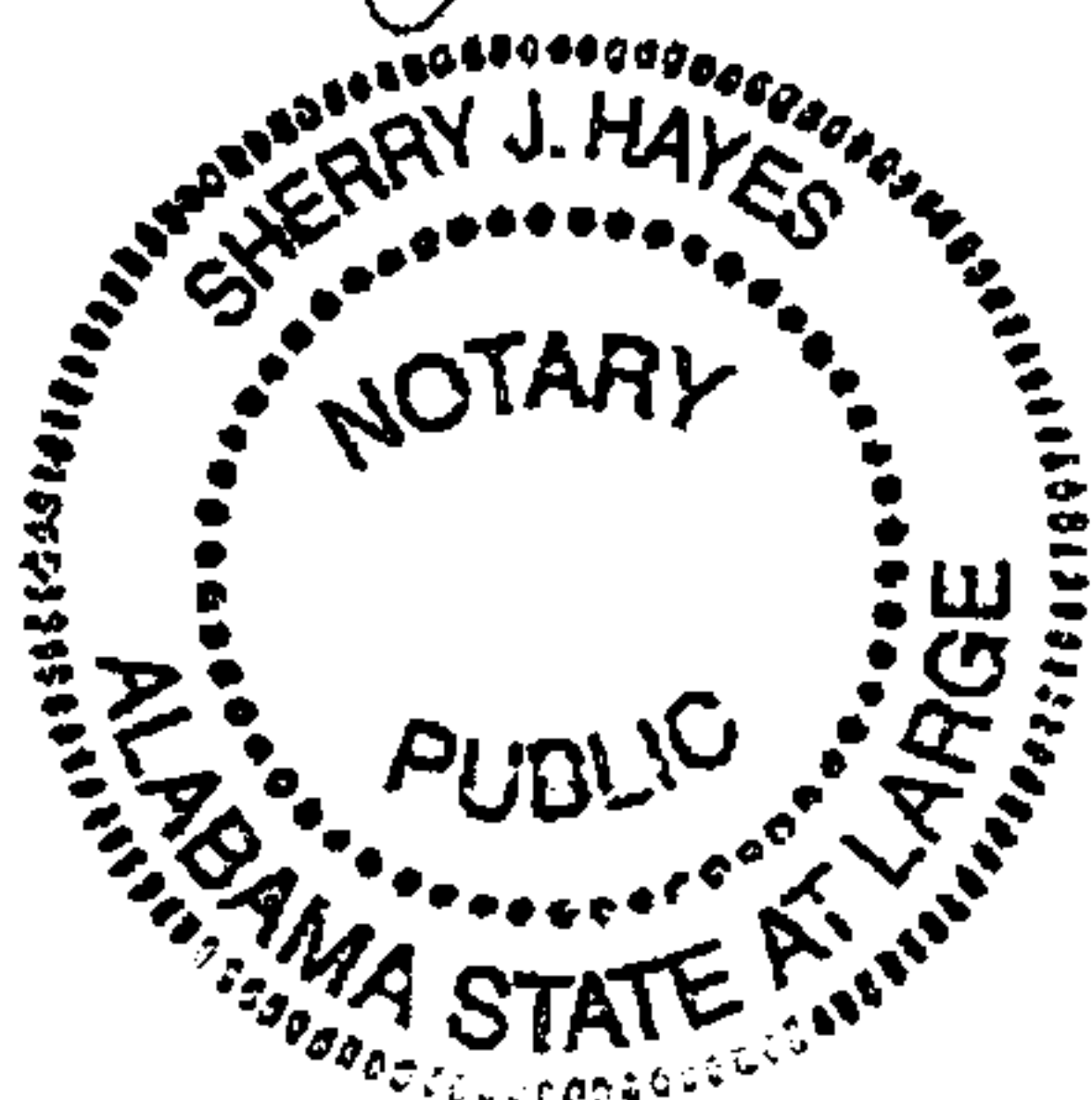


EXHIBIT A  
LEGAL DESCRIPTION

1011 GRAND OAKS Drive, Bessemer, AL 35022

SHELBY County

Parcel ID

Lot 2, according to the Survey of Grand Oaks, as recorded in Map Book 31, Page 68 in the Probate Office of Shelby County, Alabama.

Parcel # 12-6-14-0-002-002.000

