

RECORDER'S MEMORANDUM  
At the time of recordation, this  
instrument was found to be  
inadequate for the best photo-  
graphic reproduction.

20110307000076080 1/6 \$27.00  
Shelby Cnty Judge of Probate, AL  
03/07/2011 02:02:30 PM FILED/CERT

~~RECORDING REQUESTED BY~~

*Prepared by*

~~AND WHEN RECORDED MAIL TO:~~

Citibank  
1000 Technology Dr.  
O'Fallon, MO 63368

When Recorded Return To:  
Indecomm Global Services  
2925 Country Drive  
St. Paul, MN 55117

Citibank Account No.: 61005482713376453

Space Above This Line for Recorder's Use Only

A.P.N.: \_\_\_\_\_ Order No.: \_\_\_\_\_ Escrow No.: \_\_\_\_\_

*77005590*

*Record 2<sup>nd</sup>* 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 AGREEMENT, made this 14th day of February, 2011, by

\_\_\_\_\_  
Jean N. Childress and \_\_\_\_\_

owner(s) of the land hereinafter described and hereinafter referred to as "Owner," and  
Citibank, N.A.,

present owner and holder of the mortgage or deed of trust and related note first hereinafter described and  
herein after referred to as "Creditor."

To secure a note in the sum of \$18,400.00, dated 02 08, 2007 in favor of Creditor, which  
mortgage or deed of trust was recorded on 02 20, 2007 in Book \_\_\_\_\_,  
Page \_\_\_\_\_ and/or as Instrument No. 20070220000077830 in the Official Records of the  
Town and/or County of referred to in Exhibit A attached hereto; and

WHEREAS, Owner has executed, or is about to execute, a mortgage or deed of trust and a related note in  
a sum not greater than \$72,700.00, to be dated no later than February 21, 2011,  
in favor of Citi Mortgage, Inc, hereinafter referred to as "Lender,"  
payable with interest and upon the terms and conditions described therein, which mortgage or deed of  
trust is to be recorded concurrently herewith; and

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

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

CONTINUATION OF SUBORDINATION AGREEMENT

WHEREAS, Lender is willing to make said loan provided the mortgage or deed of trust securing the same is a lien of charge upon the above described property prior and superior to the lien of charge of the mortgage or deed of trust first above mentioned and provided that Creditor will specifically and unconditionally subordinate the lien or charge of the mortgage or deed of trust first above mentioned to the lien or charge of the mortgage or deed of trust in favor of Lender; and

WHEREAS, it is the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that the mortgage or deed of trust 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 mortgage or deed of trust in favor of the Creditor above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration 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) That said mortgage or deed of trust securing said note in favor of Lender shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the mortgage or deed of trust in favor of the Creditor first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage or deed of trust in favor of the Creditor first above mentioned to the lien or charge of the mortgage or deed of trust in favor of the Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages or deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the mortgage or deed of trust in favor of the Creditor first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or deed of trust.

Creditor declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provisions of the mortgage or deed of trust and the related note in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreements shall not defeat the subordination herein made in whole or part;
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage or deed of trust in favor of the Creditor to the lien or charge upon said land of the mortgage or deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) If requested by Lender, an endorsement has been placed upon the note secured by the mortgage or deed of trust first above mentioned in favor of the Creditor that said mortgage or deed of trust has by this instrument been subordinated to the lien or charge of the mortgage or deed of trust in favor of Lender above referred to.

**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.**

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE



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CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR: Citibank, N.A.,

By   
Printed Name Christopher Dulatt  
Title Assistant Vice President

OWNER:

Printed Name Jean N. Childress  
Title \_\_\_\_\_

Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

(ALL SIGNATURES MUST BE ACKNOWLEDGED)


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

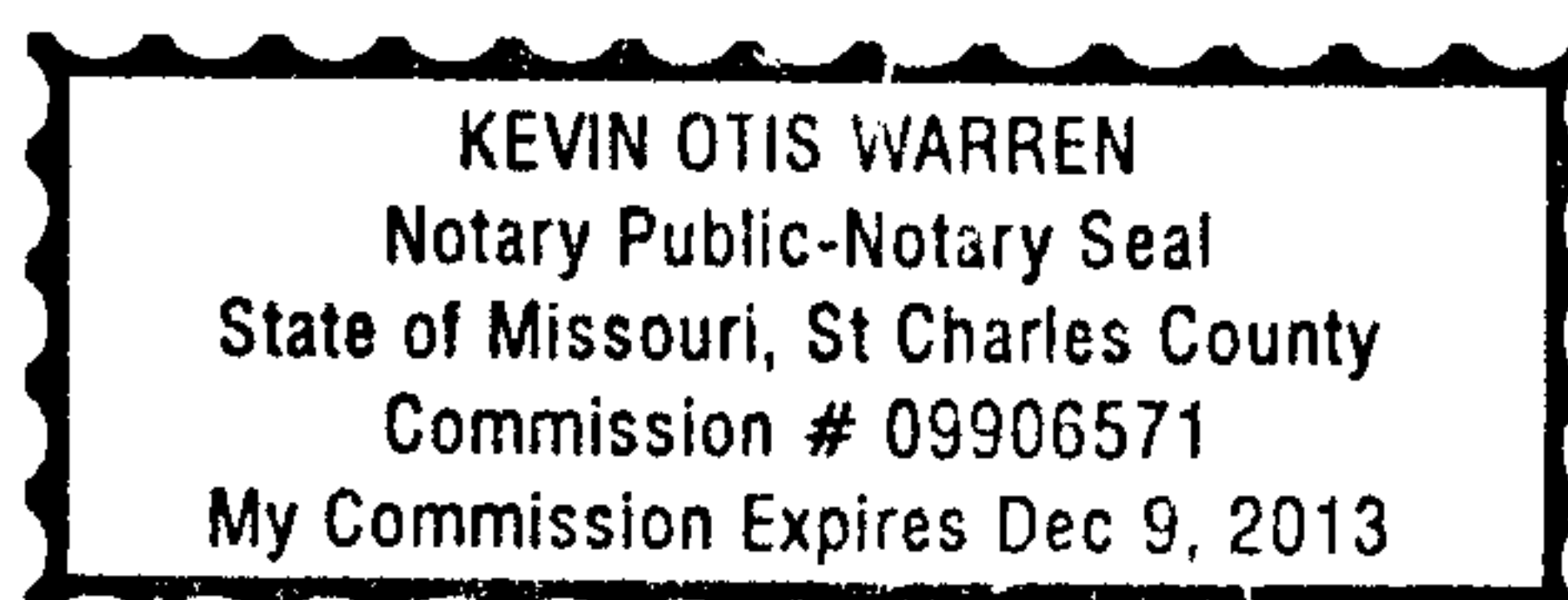
STATE OF MISSOURI )  
County of St. Charles ) Ss.

On February, 14th 2011, before me, Kevin Otis Warren personally  
appeared Christopher Dulatt Assistant Vice President of  
**Citibank, N.A.**

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.

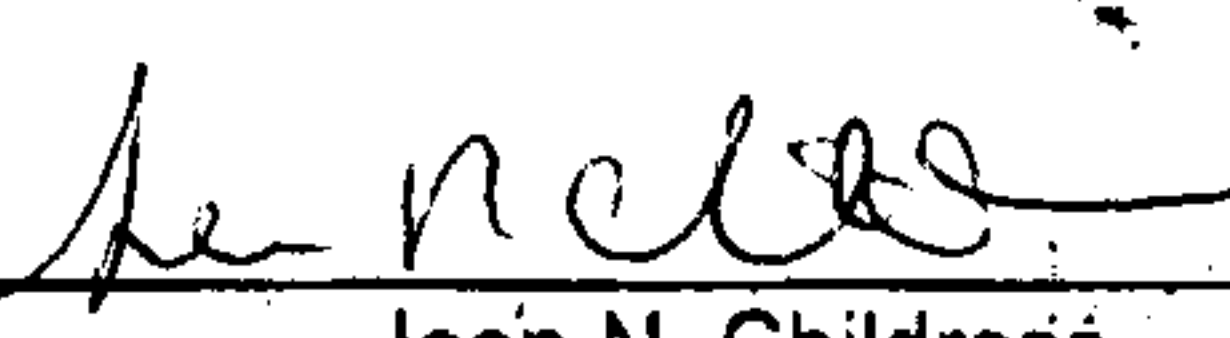
  
Notary Public in said County and State



CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR: Citibank, N.A.,

By   
Printed Name Christopher Dulatt  
Title Assistant Vice President

OWNER:   
Printed Name Jean N. Childress  
Title \_\_\_\_\_

Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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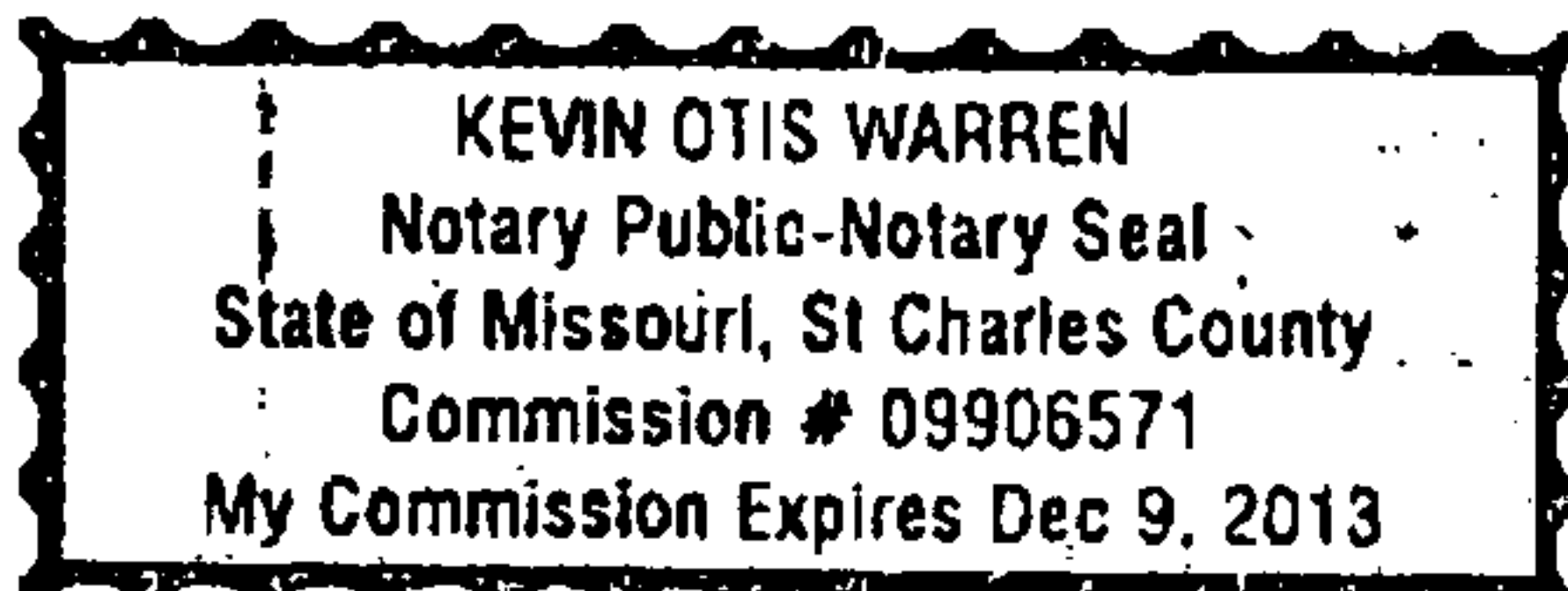
STATE OF MISSOURI )  
County of St. Charles ) Ss.

On February, 14th, 2011, before me, Kevin Otis Warren personally  
appeared Christopher Dulatt Assistant Vice President of  
Citibank, N.A.

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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.

  
Notary Public in said County and State.





20110307000076080 5/6 \$27.00  
Shelby Cnty Judge of Probate, AL  
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STATE OF ALABAMA  
County of SHELBY ) Ss.

On 02/24/2011, before me, HORACE D. PETERS JR personally appeared  
JEAN NCH DRESS and

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.

Horace D. Peters Jr  
Notary Public in said County and State

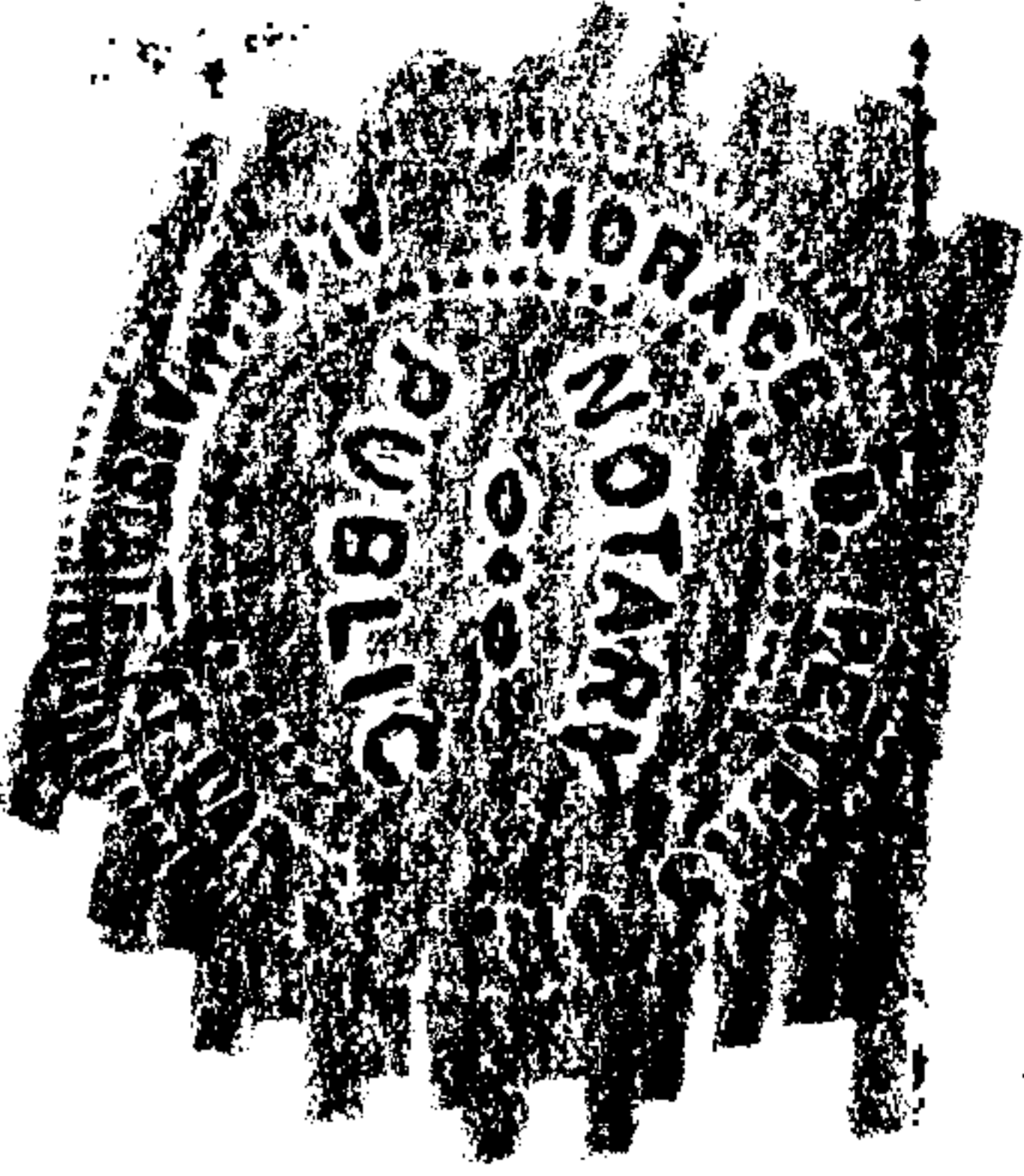




EXHIBIT "A"

SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA:

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25,  
TOWNSHIP 21 SOUTH, RANGE 1 WEST, SHELBY COUNTY ALABAMA, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE RUN NORTH 89  
DEGREES 52 MINUTES 56 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION  
25 FOR A DISTANCE OF 642.69 FEET TO THE POINT OF BEGINNING, SAID POINT  
BEING ON THE EAST RIGHT OF WAY OF THOMPSON STREET; THENCE CONTINUE ALONG  
LAST DESCRIBED COURSE A DISTANCE OF 200.00 FEET; THENCE RUN SOUTH 6  
DEGREES 7 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 112.71 FEET; THENCE  
RUN SOUTH 89 DEGREES 26 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 44.90  
FEET; THENCE RUN SOUTH 0 DEGREES 33 MINUTES 34 SECONDS EAST FOR A  
DISTANCE OF 3.00 FEET; THENCE RUN SOUTH 89 DEGREES 26 MINUTES 26 SECONDS  
WEST FOR A DISTANCE OF 155.24 FEET TO THE EAST RIGHT OF WAY OF THOMPSON  
STREET; THENCE RUN NORTH 5 DEGREES 50 MINUTES 8 SECONDS WEST ALONG SAID  
RIGHT OF WAY FOR A DISTANCE OF 117.22 FEET TO THE POINT OF BEGINNING,  
SITUATED IN SHELBY COUNTY, ALABAMA.

ACCORDING TO SURVEY TO SURVEY OF C. J. RICHARDSON, RLS #9225, DATED  
DECEMBER 10, 1998.

TAX ID NO: 217252001035000

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED

GRANTOR: JEFF D. FALKNER AND WIFE, JANICE M. FALKNER  
GRANTEE: JEAN N. CHILDRESS  
DATED: 02/13/2004  
RECORDED: 02/18/2004  
DOC#/BOOK-PAGE: 20040218000082360

ADDRESS: 305 THOMPSON ST, COLUMBIANA, AL 35051

END OF SCHEDULE A



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