


STATE OF ALABAMA
JEFFERSON COUNTY

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

770-109-121 RECORDED


20110412000113190 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
04/12/2011 12:46:30 PM FILED/CERT

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this 30 day of December, 2010, by First Commercial Bank, a division of Synovus Bank (hereinafter referred to as the "Holder") in favor of Bank of America, (hereinafter referred to as the "Lender"), it's successors, and assigns.

WITNESSETH:

WHEREAS, Holder did loan to Theodore Cwynar and Barbara Cwynar (the "Borrower", whether one or more) the sum of Sixty Thousand and 00/100 (\$60,000.00), which loan is evidenced by a note dated 11/03/2008, executed by Borrower in favor of Holder, and is secured by a mortgage, deed of trust, deed to secure debt or other security instrument dated 11/03/2008 ("the Existing Mortgage") covering the property described therein and recorded in Book Instr #20081201000453450, page in the public records of Shelby County, Alabama; and

WHEREAS, Borrower has requested Bank of America lend to it the sum of Four Hundred Eight Thousand and 00/100 (\$ 408,000.00) (the "Loan"), such Loan to be evidenced by a promissory note in such amount executed by Borrower in favor of Lender and secured by a mortgage, deed of trust, deed to secure debt, security deed or other security instrument of even date therewith (the "Superior Mortgage"); and

WHEREAS, the Lender has agreed to make the Loan to the Borrower, if, but only if, the Superior Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Existing Mortgage on the terms set forth below and provided that the Holder will specifically and unconditionally subordinate the lien or charge of the Existing Mortgage to the lien or charge of the Superior Mortgage on the terms set forth below.

NOW, THEREFORE, in consideration of one dollar in hand paid by the Borrower to Holder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Holder, Holder agrees as follows:

1. The Superior Mortgage and the note secured by the Superior Mortgage and the debt evidenced by such note and all renewals and extensions thereof, or any part thereof, and all interest payable on all said debt and on any such renewals and extensions shall be and remain at all times a lien or charge on the property covered by the Superior Mortgage, prior and superior to the lien or charge to the Holder.

2. Holder acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Existing Mortgage in favor of the lien or charge of the Superior Mortgage, and that it understands that, in reliance upon and in consideration of the 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 by the Lender which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

3. This agreement contains the entire agreement between the parties hereto as to the Existing Mortgage and the Loan secured by the Superior Mortgage, and as to the priority thereof, and there are not agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.

4. This agreement shall be binding upon the Holder, its successors and assigns and shall inure to the benefit of the Lender, its successors and assigns.

5. No waiver shall be deemed to be made by the Holder of any of its rights hereunder or under the Existing Mortgage, unless the same shall be in writing signed on behalf of the Holder, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the Holder, or the obligations of the Borrower to the Holder in any other respect at any other time.

IN WITNESS WHEREOF, the Holder has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

FIRST COMMERCIAL BANK,
a division of Synovus Bank

ATTEST

By: Dianne Walker
Its: Credit Support Asst.

State of Alabama
Jefferson County

I, the undersigned authority, a Notary Public in and for said county in said State hereby certify that Dianne Walker, whose name as Credit Support Asst. of First Commercial Bank, a division of Synovus Bank 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, the officer, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 9 day of Dec, 10.

Kurri U. Smith
Notary Public

My Commission Expires: 1-29-13

This Instrument Prepared By:

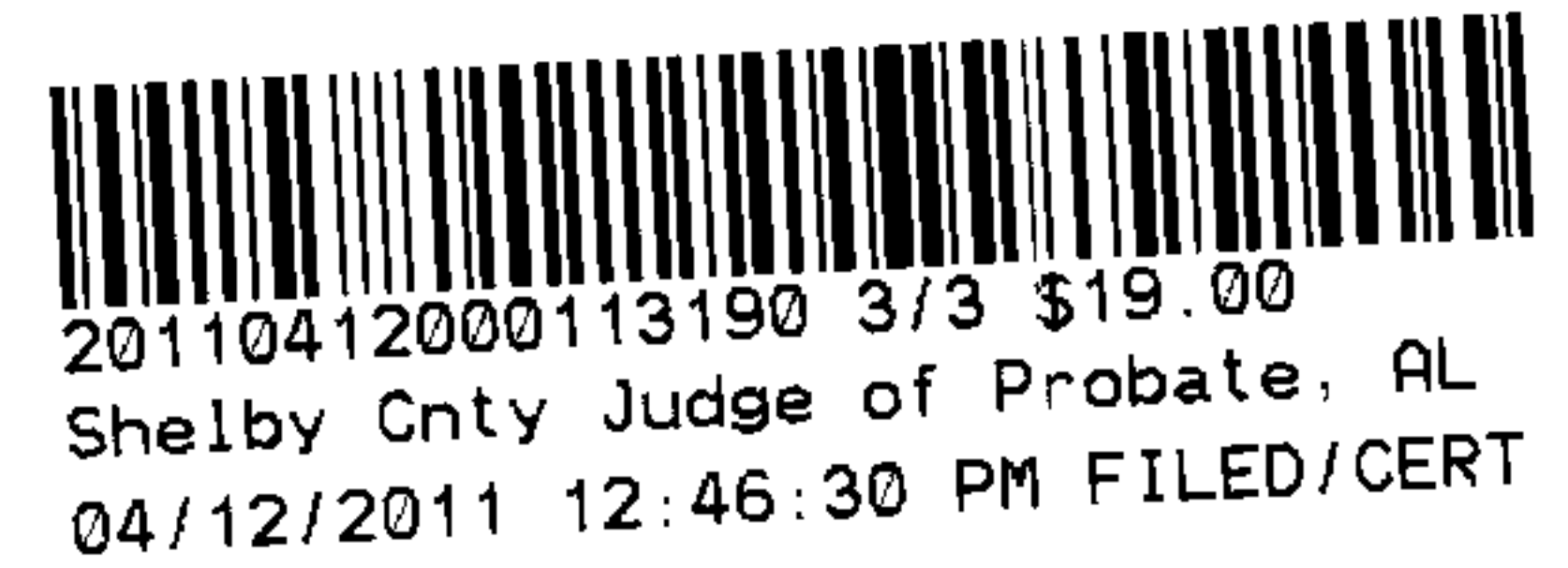
Dianne Walker

First Commercial Bank, a division of Synovus Bank

P.O. Box 11746

Birmingham, AL 35202

SCHEDULE A
Continued



SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA:

LOT 1268A, ACCORDING TO THE MAP OF HIGHLAND LAKES, 12 SECTOR, PHASE III, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 33, PAGE 118, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREA ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, RECORDED AS INSTRUMENT #1994-07111 AND AMENDED IN INSTRUMENT #1996-17543 AND AMENDED IN INST. #1999-310995 IN PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 12 SECTOR, PHASE III, RECORDED AS INSTRUMENT NO. 2004510000244590 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS, THE DECLARATION").

TAX ID NO: 092090005067000

BEING THE SAME PROPERTY CONVEYED BY STATUTORY JOINT SURVIVORSHIP DEED

GRANTOR: DAVID ACTON BUILDING CORP

GRANTEE: THEODORE V CWYNAR and BARBARA A CWYNAR, FOR AND DURING THEIR JOINT LIVES AND UPON DEATH OF EITHER, THEN TO THE SURVIVOR OF THEM

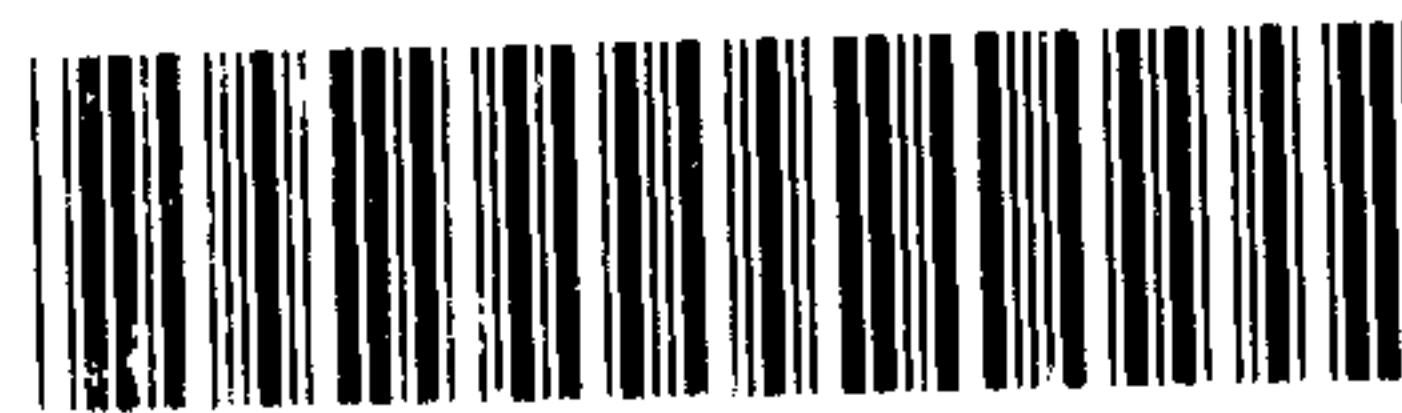
DATED: 04/29/2005

RECORDED: 05/05/2005

DOC#/BOOK-PAGE: 20050505000214530

ADDRESS: 1031 BLUESTONE WAY , BIRMINGHAM, AL 35242

END OF SCHEDULE A



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