


RECORDING REQUESTED BY  
ServiceLink

AND WHEN RECORDED MAIL TO:  
ServiceLink  
4000 Industrial Blvd.  
Aliquippa, PA 15001

PREPARED BY:  
ServiceLink  
4000 Industrial Blvd.  
Aliquippa, PA 15001

  
20110620000179850 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
06/20/2011 11:54:58 AM FILED/CERT

RECORDS USE ONLY

### 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 9<sup>th</sup> day of July, 2010 by LEAH S WHITTEN owner of the land hereinafter described and herein after referred to as "Owner", and SUPERIOR BANK, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary".

#### WITNESSETH

**THAT WHEREAS**, LEAH S WHITTEN did execute a deed of trust, dated 07/14/2006, covering the following described property:

**See Legal Description as Exhibit "A" attached hereto and made a part hereof**

To secure a note in the sum of \$25,800.00, dated **07/14/2006**, in favor of **SUPERIOR BANK** which deed of trust was recorded 07/19/2006 as Instrument No. in INST # 20060719000347830, in Official Records of said county; and

**WHEREAS**, Owner has executed, or is about to execute, a deed of trust and note in the sum not to exceed \$101,300.00 (One Hundred One Thousand, Three Hundred Dollars and zero cents) dated 7-21-2010, in favor of Wells Fargo Bank N.A., hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust ~~is to be recorded concurrently herewith and~~ Inst. 20100802000245040 Rec on 8-2-2010

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

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


**WHEREAS**, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner, and Beneficiary is willing that the 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 deed of trust first 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 referred to herein, it is hereby declared, understood and agreed as follows:

- 1) That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, 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 deed of trust first mentioned above.
- 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 deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another deed of trust or deed of trusts.

Beneficiary declares, agrees and acknowledges that:

- a) He consents to and approves (i) all provisions of the note and deeds of trust 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 agreement or agreements shall not defeat the subordination herein made in whole or in part;
- c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the 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 entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.



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**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 EXTENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

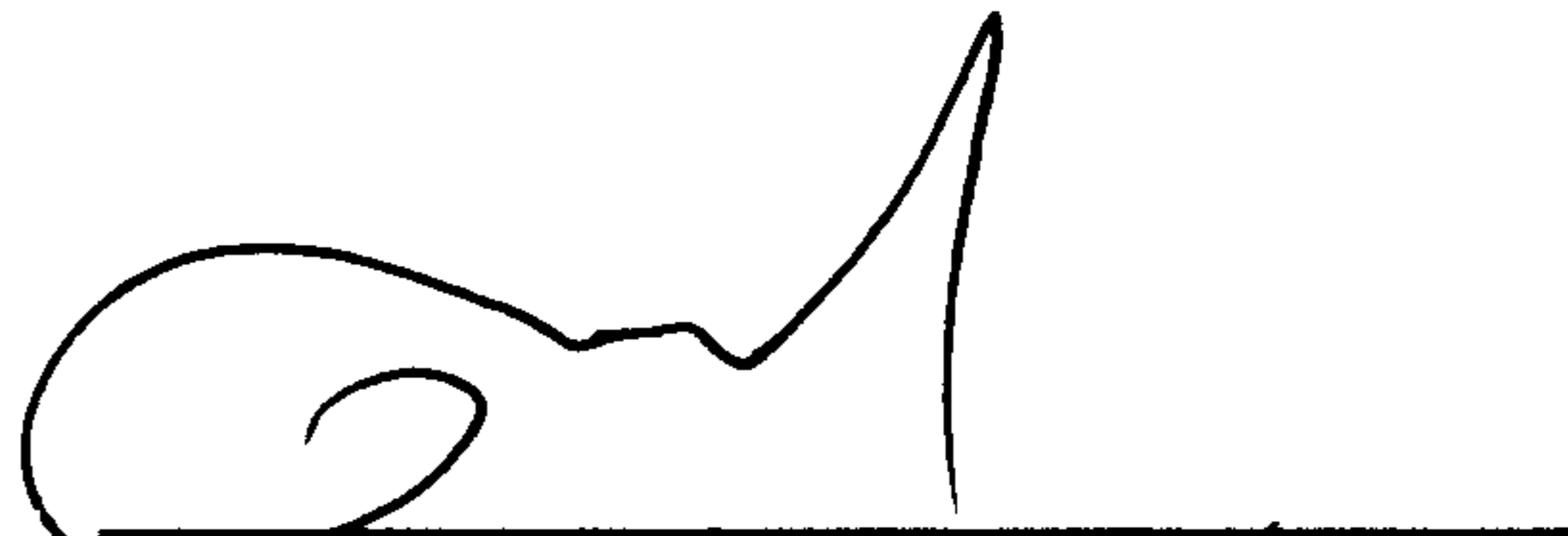
State of Alabama )

County of Jefferson )

On July 9, 2010 before me, Sherry J. Hayes <sup>SSH</sup>  
(insert name and title of the officer)

a Notary Public in and for said State, personally appeared

Frank Pritchard  
Executive Vice President

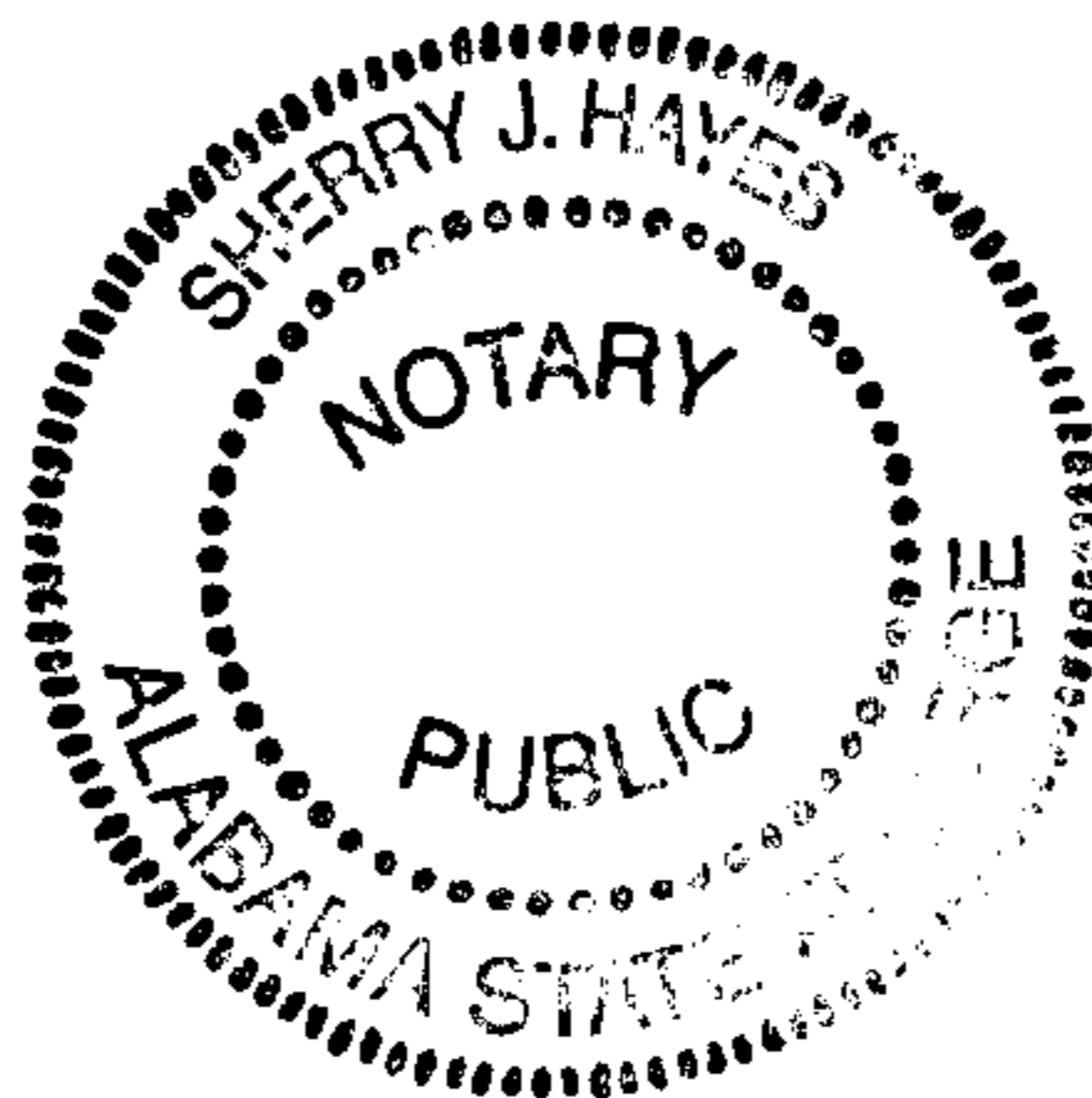
  
By: Frank Pritchard  
Executive Vice President  
It's: fr

\_\_\_\_\_, who 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.

I certify under penalty of perjury under the laws of the State of Alabama that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sherry J. Hayes (Seal)




  
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Exhibit "A"  
Legal Description

ALL THAT PARCEL OF LAND IN CITY OF PELHAM, SHELBY COUNTY, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS LOT 6, ACCORDING TO THE SURVEY OF CHANDALAR TOWNHOMES, FIRST ADDITION, AS RECORDED IN MAP BOOK 24, PAGE 18, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. LEAH S. WHITTEN, UNMARRIED BY FEE SIMPLE DEED FROM ALAN L. SIMPSON AND STACI S. SIMPSON, HUSBAND AND WIFE AS SET FORTH IN INST # 20060719000 PAGE 347810 DATED 07/14/2006 AND RECORDED 07/19/2006, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

Tax ID: 13-1-01-4-401-002.006



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