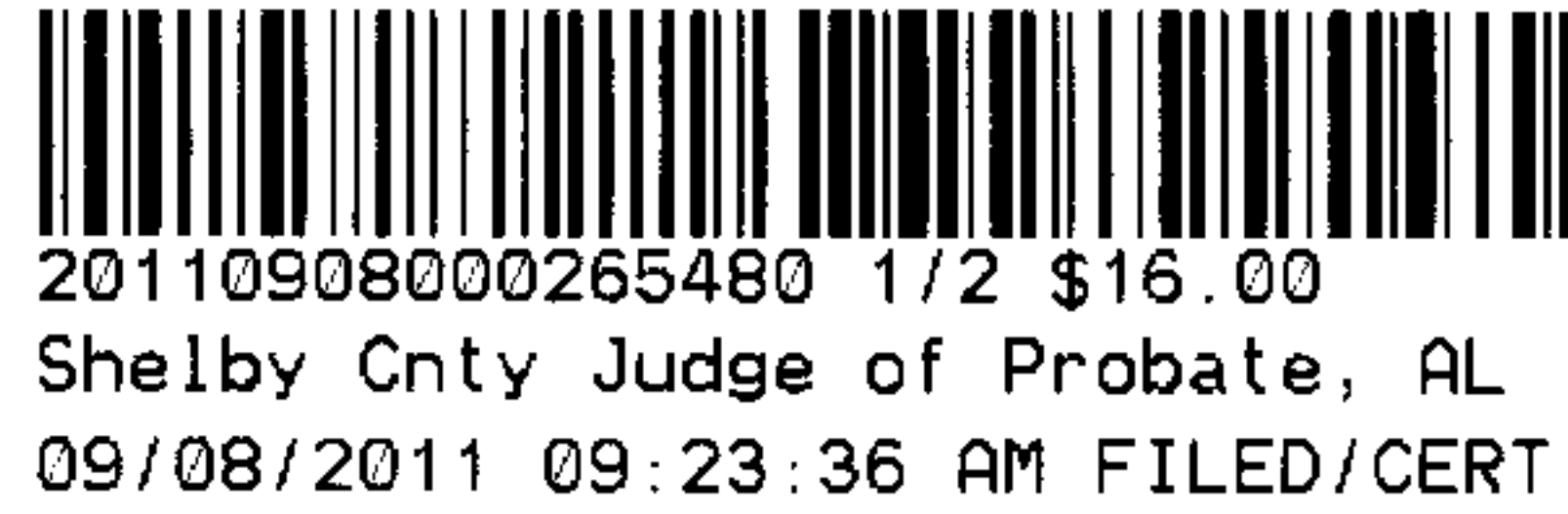


STATE OF ALABAMA

COUNTY OF SHELBY

JCM File # 2011-139



SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made on this the 23rd day of August, 2011, by MERS, Inc. (hereinafter referred to as "Party of the First Part").

WHEREAS, the Party of the First Part is the owner and holder of a mortgage or deed to secure debt (the "Security Instrument") executed by Matthew M. Dicen and wife, Kimberly K. Dicen ("Mortgagor") on or about January 12, 2007, in the amount of \$74,300.00, which is recorded at Document Number 20070118000026660, in the Real Estate Records of Shelby County, Alabama.

WHEREAS, The Mortgage Outlet, Inc. (hereinafter referred to as "Party of the Second Part"), at the application and request of the Mortgagors desires to make a loan to Mortgagors, but has declined to make such loan unless the Party of the First Part's security instrument is subordinated to the proposed mortgage or deed to secure debt of the Party of the Second Part.

WHEREAS, the Party of the First Part is willing to subordinate to the Party of the Second Part provided the outstanding amount of principal and interest secured by the mortgage or deed to secured debt to be taken by Party of the Second Part does not and shall not exceed the limitation hereinafter set forth.


NOW THEREFORE, for and in consideration of the sum of ONE AND NO/100THS DOLLAR (\$1.00) in hand paid by the Party of the Second Part, and in consideration of the loan the Party of the Second Part will make to Mortgagors in reliance upon this instrument, the Party of the First Part hereby waives and subordinates, subject to the limitation hereinafter set forth, their right, title and interest under their security instrument above described, in or to the property therein described, as against a mortgage or deed to secure debt to be filed by the Party of the Second Part with the result that the Party of the Second Part's mortgage or deed to secure debt shall convey title to said property superior to the Party of the First Part's security instrument and superior to the indebtedness owed by Mortgagors to the Party of the First Part; SUBJECT, HOWEVER, to these limitations: At no time shall the proceeds to be distributed to Mortgagors under the mortgage or deed to secured debt which the Party of the Second Part intends to file exceed in the form of principal or interest a loan in excess of \$296,000.00.

The Party of the Second Part expressly agrees to provide the Party of the First Part with 30 days prior written notice of any default or defaults under the Party of the Second Part's loan or mortgage or deed to secure debt and with the right and election (but no obligation) for the Party of the First Part to correct and cure any such default or defaults within said 30 day period. All notices provided to the Party

of the First Part shall be sent to the address inserted below the Party of the First Part's execution appearing in this instrument.


This instrument shall be binding upon all signatories thereto, and their heirs, executors, administrators, successors and assigns. Except for the subordination in favor of the Party of the Second Part under the terms herein provided, the Party of the First Part's mortgage shall remain in full force and effect and shall not be subordinate to any other interests whatsoever.

IN WITNESS WHEREOF, MERS, Inc., hereto has caused this instrument to be executed by its duly authorized officers on this the 23rd day of August, 2011.



20110908000265480 2/2 \$16.00
Shelby Cnty Judge of Probate, AL
09/08/2011 09:23:36 AM FILED/CERT

PARTY OF THE FIRST PART

MERS, Inc.


By Cynthia J. Thompson
Its: Assistant Secretary

ATTESTED BY:

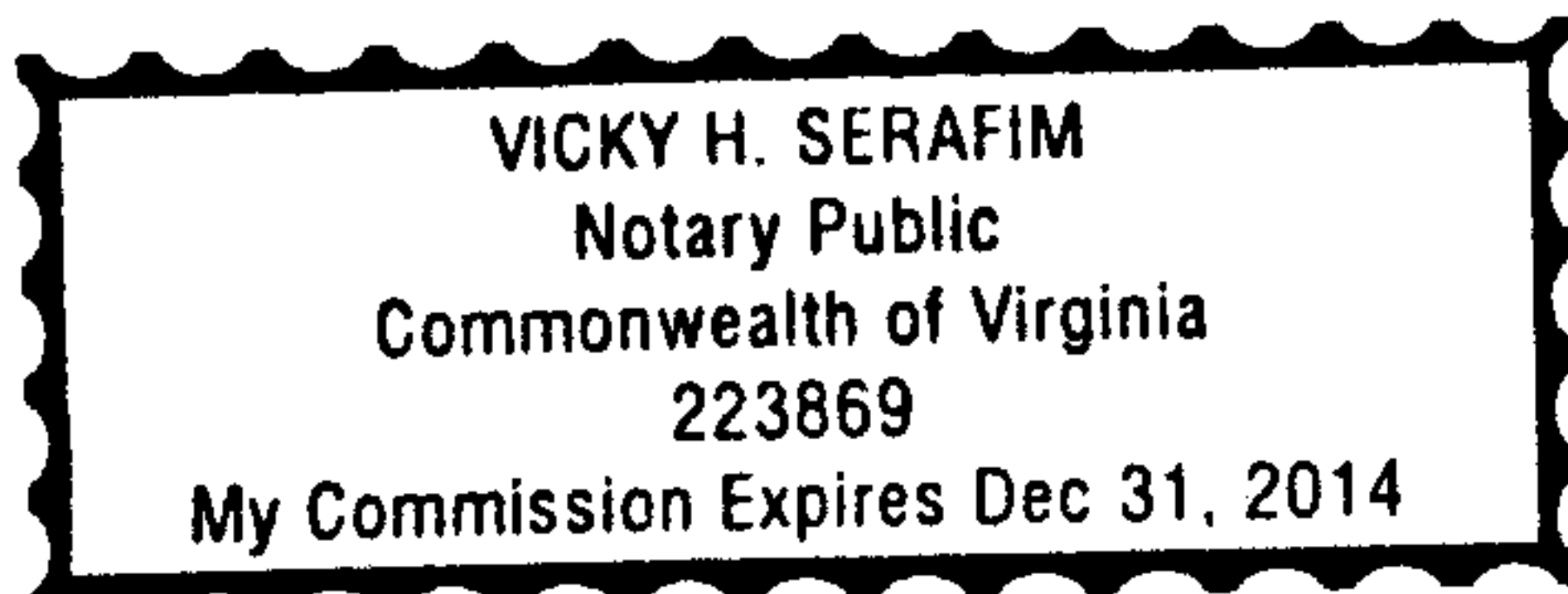

By: Gabrielle W. Beck
Its: Assistant Secretary

STATE OF Virginia

~~COUNTY OF~~ City of Richmond

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Cynthia J. Thompson and Gabrielle W. Beck, whose names as Assistant Secretary and Assistant Secretary, respectively, of **MERS, Inc.**, as Party of the First Part, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this the 23rd day of August, 2011.




NOTARY PUBLIC
My Commission expires: 12-31-2014

ADDRESS OF PARTY OF THE FIRST PART:

MERS, Inc.
SunTrust Mortgage, Inc.
1001 Semmes Avenue
RVW-5043/Final Docs
Richmond, VA 23224
Loan Number: 0204855225

THIS INSTRUMENT PREPARED IN THE LAW OFFICE OF
JOHNSON, CALDWELL & McCOY, LANETT, ALABAMA 36863