Return To: 12019256
LSI-LPS
East Recording Solutions
700 Cherrington Parkway
Coraopolis, PA 15108

20110914000271990 1/5 $24.00
Shelby Cnty Judge of Probate, AL
09/14/2011 01:38:38 PM FILED/CERT

SUBORDINATION AGREEMENT

Borrower: Brandon W. Vice and Jessica Vice, husband and wife

Property Address: 552 Old Cahaba Drive, Helena, AL 35080

This Subordination Agreement dated 09/07/2011, is between Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for HMSV-USB Lending, LLC dba MortgageSouth, (Junior Lender), and US Bank, National Association, (New Senior Lender).

RECITALS

Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for HMSV-USB Lending, LLC dba MortgageSouth, (Junior Lender), owns and holds a promissory note in the amount of $41,800.00, dated 10/27/2006, and recorded as Inst. No. 20061103000541730 on 11/03/2006, in the Probate Office of Shelby County, Alabama.

Borrowers are current owners of the Property, and wish to replace their current first position mortgage loan on the Property with a new first position mortgage loan secured by the Property from New Senior Lender in the new principal sum not to exceed $162,150.00. Dated: 09/07/2011. This will be the New Senior Security Instrument.

1. Subordination of Junior Lender's Interest.
Junior Lender agrees that its security interest and all of Junior Lender's rights thereunder shall at all times be inferior and subordinate to the Senior Lender's new security instrument and Senior Lender's rights in the Property, including any extensions, renewals, or modifications up to a maximum amount of $162,150.00, plus interest. Junior Lender consents without possibility of revocation, and accepts all provisions, terms and conditions of the New Senior Lender's Security Instrument.

2. No Subordination to Additional Matters
Junior Lender is subordinating its lien/security interest to the Senior Lender's security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien-security interest.

3. No Waiver of Notice
Upon the execution of the subordination of Junior Lender's security instrument to the new Senior Lender, the Junior Lender waives no rights it may have, if any, under the

laws of the State in which the Property is located, or any Federal rights to which the Junior Lender may be entitled.

4. Assignment
This agreement shall be binding upon and inure to the benefit of the Junior Lender and Senior Lender, and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

5. Governing (Applicable) Law
This agreement shall be governed by the laws of the State in which the Property is located.

6. Reliance
This Agreement can be relied upon by all persons having an interest in the Property or the New Security Instrument.

7. Notice
Any notice or other communication to be provided under this agreement shall be in writing and sent to the parties at the address described in this Agreement, or such other address as the parties may designate in writing from time to time.

8. Entire Agreement (Integration)
This Agreement and any related documents represent the complete and integrated understanding between Junior Lender and New Senior Lender pertaining to the terms and conditions of this Agreement. Any waiver, modification, or novation of this agreement must be in writing, executed by New Senior Lender, (or its successors or assigns), or Junior Lender, (its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

9. Waiver of Jury Trial
Junior Lender and the New Senior Lender hereby waive any right to trial by Jury in any action arising out of, or based upon this Agreement.

10. Acceptance
New Senior Lender and Junior Lender acknowledge that they have read, understand, and agree to the terms and conditions of this Agreement. This Agreement must be recorded within 90 days of the date of the Agreement, or the Agreement will be null and void.

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SUBORDINATION AGREEMENT-PAGE 3

Junior Lender: Susan R Beck

Title: Assistant Secretary **of Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for HMSV-USB Lending, LLC dba Mortgage South**

New Senior Lender: ______________________________

Title: ____________________________ **of US Bank, National Association**

State of Colorado
County of Douglas

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Susan R Beck, as an Assistant Secretary of **Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for HMSV-USB Lending, LLC dba MortgageSouth**, whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23 day of August, 20 11.

(Seal) CRYSTAL R. ORNELAS NOTARY PUBLIC STATE OF COLORADO My Commission Expires 03/11/2014

Notary Public
My commission expires: 3/11/2014

State of ______________________
County of ______________________

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that____________________________, as _______________(title) of the **US Bank, National Association,** whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _________ day of ______________, 20____.

(Seal)

Notary Public
My commission expires:_______________

Prepared by: Dawn McDonald
Attorney at Law
P.O. Box 610348
Birmingham, AL 35261

20110914000271990 3/5 $24.00
Shelby Cnty Judge of Probate, AL
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SUBORDINATION AGREEMENT-PAGE 3

Junior Lender: Susan R Beck

Title: Assistant Secretary **of Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for HMSV-USB Lending, LLC dba Mortgage South**

New Senior Lender: Beth A Crabtree

Title: Vice President **of US Bank, National Association**

State of Colorado
County of Douglas

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Susan R Beck, as an Assistant Secretary of **Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for HMSV-USB Lending, LLC dba MortgageSouth**, whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

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

(Seal) CRYSTAL R. ORNELAS NOTARY PUBLIC STATE OF COLORADO My Commission Expires 03/11/2014

Crystal R Ornelas
Notary Public
My commission expires: 3/11/2014

State of Kentucky
County of Daviess

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Beth Crabtree, as Vice President (title) of the **US Bank, National Association**, whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30 th day of August, 2011.

(Seal)

James W Westmoreland
Notary Public
My commission expires: 1-14-2015

Prepared by: Dawn McDonald
Attorney at Law
P.O. Box 610348
Birmingham, AL 35261

20110914000271990 4/5 $24.00
Shelby Cnty Judge of Probate, AL
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Order No.: **12019256**
Loan No.: 2300054508

Exhibit A

The following described property:

Lot 33, according to the Map and Survey of Old Cahaba 11-B, as recorded in Map Book 30, Page 28, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel No: 134202004033000

20110914000271990 5/5 $24.00
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