

UNITED STATES OF AMERICA  
STATE OF ALABAMA, COUNTY OF JEFFERSON

20111012000303160 1/1 \$12.00  
Shelby Cnty Judge of Probate, AL  
10/12/2011 12:22:15 PM FILED/CERT

SUBORDINATION

BE IT KNOWN, that on this 26<sup>TH</sup> day of SEPTEMBER, 2011,

BEFORE ME, the undersigned Notary Public duly commissioned and qualified in and for the State and County outlined above, and in the presence of the undersigned competent witnesses:

PERSONALLY CAME AND APPEARED: **COMPASS BANK**, appearing herein by and through its authorized, undersigned officer ("Lender"), who declared to me, Notary, that Lender is the holder of a Promissory Note evidence of indebtedness in the amount of \$100,000.00, dated March 15, 2007, drawn by Burney H. Terry and spouse, Shari R. Terry, ("Borrowers"), payable to the order of Compass Bank, which was recorded on March 30, 2007, in the records of Shelby County, Alabama, in Instrument No. 20070330000143770 ("Lender Mortgage"), encumbering the property which is described as follows (the "Property"):

Lot 12, according to the Survey of Greystone, 7th Sector, Phase III, as recorded in Map Book 20, Page 50, in the Probate Office of Shelby County, Alabama.

Together with non-exclusive agreement to use the private roadways, common areas and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990, and recorded in Real 317, Page 260, in the Probate Office of Shelby County, Alabama, and all amendments thereto.

**Commonly known as 8030 Greystone Green, Birmingham, AL 35242.**

Borrower has declared that Borrower will execute a promissory note in the amount not to exceed \$222,000.00, made payable to the order of Platinum Mortgage, Inc., and/or Mortgage Electronic Registration Systems, Inc. solely as nominee for lender, their successors and/or assigns as their interest may appear., which note will be secured by a Mortgage in the same amount and executed on the same date as the note, in favor of Platinum Mortgage, Inc., and/or Mortgage Electronic Registration Systems, Inc. solely as nominee for lender, their successors and/or assigns as their interest may appear, and encumbering the Property (the "First Mortgage").

Lender hereby agrees that the relative priorities of the First Mortgage and the Lender Mortgage shall be as follows: 1) the First Mortgage shall be a first lien and mortgage on the Property; and (2) the Lender Mortgage shall be a second lien and mortgage against the Property. To effectuate the priority, Lender subordinates the Lender Mortgage to the lien of the First Mortgage, so that the Lender Mortgage is and shall remain a second mortgage on the Property.

This subordination by Lender is limited to the subordination of the relative priority and ranking of the Lender Mortgage only with respect to the First Mortgage. All other rights, mortgages, assignments, security interests, and priorities of Lender with regard to the Property are not affected by this subordination and shall continue to be governed and construed in accordance with the provisions of Louisiana law, as provided in the Lender Mortgage.

Lender authorizes the Judge of Probate for the County of Shelby to note upon the records of their office an appropriate reference to this subordination at the filing of the Lender Mortgage in Instrument No. 20111012000303150, of the records of Shelby County, Alabama.

THUS DONE AND PASSED in my office on the date first written above, in the presence of the undersigned  
NOTARY PUBLIC.

COMPASS BANK

BY: [Signature]  
Its: [Signature]  
NOTARY PUBLIC

**Return Recorded Documents To:**  
**Nations Direct Title Agency**  
1100 Ocean Shore Blvd Suite 5  
Ormond Beach, FL 32176  
(877) 236-2973

**Nkechi Logan**  
**MY COMMISSION EXPIRES**  
**APRIL 29, 2015**

AM-TERRY-BURNEY