Record & Return To:

Mortgage Information Services 4877 Galaxy Parkway, Ste I Cleveland, OH 44128

Prepared By: Nkechi Williams @ Compass Bank 401 W. Valley Ave, Birmingham, AL 35209



11/14/2011 01:43:19 PM FILED/CERT

M.I.S. FILE NO SUBORDINATION AGREEMENT
Borrower: THOMAS COCONNELL AND WIFE MANDA D. OCONN
Property Address: 317 DEER RIDGE LAWE, CHELSEA, AL 350413
This Subordination Agreement dated 10/12/11 , is between COMPASS BANK, (Junior Lender),
And Citibank, N.A., (New Senior Lender).
RECITALS
COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$ 24, 413.00
Dated $\frac{2/26/2}{0}/0$, and recorded in book $\frac{N/A}{A}$, page $\frac{N/A}{A}$,as instrument
Number $\frac{\partial 0100315000075190}{\partial 15000075190}$ on $\frac{3/15/2010}{2000}$ (date), in $\frac{SHELBY}{100000}$
ALABAMA (State).
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 of \$ $\frac{16/,000.00}{00000}$ Dated: $\frac{100000}{00000}$. 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 \$
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 accurity interest.

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

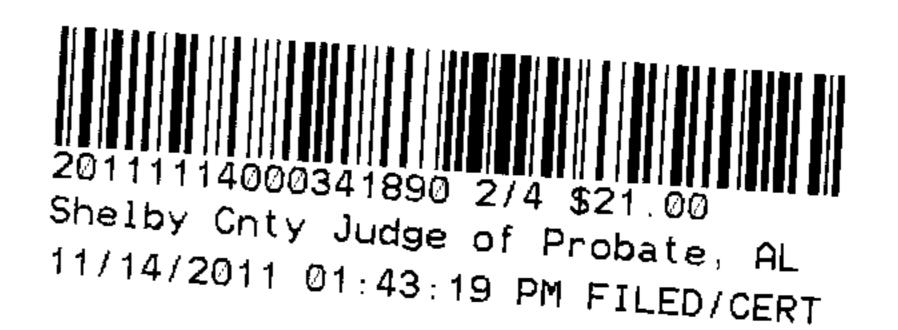
This agreement shall be binding upon and inure to the benefit of the Junior Lender and Senior Lender, and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

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 (SU Uttalala) Agreement, or the Agreement will be null and void. Junior Lender: Title: of Compass Bank New Senior Lender: JAMES/HOSNiekt CITIBANK, N.A. Title: State of Alabama County of Jefferson , the undersigned, a Notary Public in and for said County, in said State, hereby certify ADV UZON nostie _, as _____ AVice President of Compass Bank, 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. _day of October 20 11

Given under my hand and official seal this 12th day of October

(SU (Seal) Many Brought

My commission expires: 21112014

County of Ashfered

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

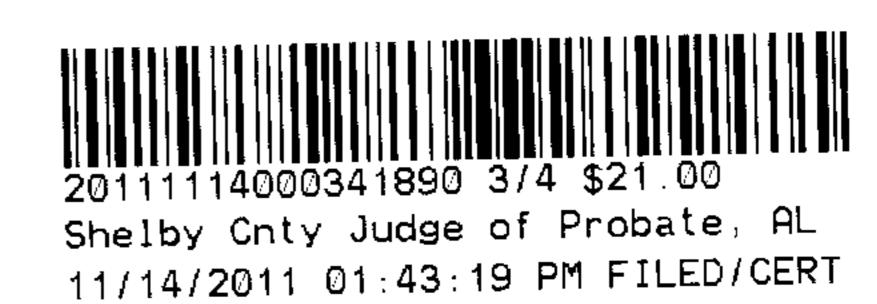
| Demonstrated | Amanda | Amanda

(Seal)

Lanette Ghatos Catchings
Notary Securcial Michigan
Macas polyalary
Express 63-40/2012
Acting in the County of Machine Language

Notary Public

My commission expires: 3/10/2012



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)

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9. Waiver of Jury Trial

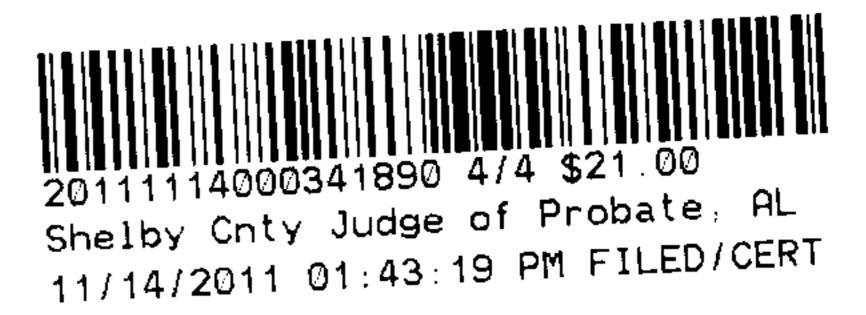
Junior Lender and the New Senior Lender hereby waive any right to trial by Jury in any action arising out of, or based upon this Agreement.

10. Acceptance

New Senior Lender and Junior Lender acknowledge that they have read, understand, and agree

of the

to the terms and conditions of this Agreement. This Agreement must be recorded within 90 days of the date Agreement, or the Agreement will be null and void. Junior Lender: of Compass Bank Title: **New Senior Lender:** Title: State of Alabama County of <u>Jefferson</u> I, the undersigned, a Notary Public in and for said County, in said State, hereby certify かいまれる。 bhのちの as — AVice President of Compass Bank, 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. _day of OCtr Given under my hand and official seal this 12th 20 11 (Seal) My commission expires: 2112014 State of County of I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that (title) of (institution) 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:





Fidelity National Title Insurance Company

LEGAL DESCRIPTION EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA IN DEED DOCUMENT NUMBER 19981001-000383481 AND IS DESCRIBED AS FOLLOWS:

LOT 100, ACCORDING TO THE SURVEY OF BALENTREE LAKE FIRST ADDITION, AS RECORDED IN MAP BOOK 22, PAGE 80, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AND SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT TO EXISTING EASEMENTS, RESTRICTIONS, SET-BACK LINES, RIGHTS OF WAY, LIMITATIONS, IF ANY, OF RECORD.

APN: 14-6-14-0-000-001-014