Tax Map #: 10-1-120-001-001.024

20111122000354540 1/3 \$18.00

20111122000354540 1/3 \$18.00 Shelby Cnty Judge of Probate, AL 11/22/2011 01:30:47 PM FILED/CERT

When Recorded Return to:

After Recording Return To:
Advantage Title Company, LLC
2037 Liberty Road
Eldersburg, MD 21784

Low At 30627SP
Prepared by Darlene Connelly
Suntrust Metagge
2539-1 Countryside Blod
(learwater, Fi
33761

THIS SUBORDINATION AGREEMENT is made as of this

10000, 20, among JOHN <u>FATH</u>, Grantor;

and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR SUNTRUST MORTGAGE, INC., Beneficiary.

WITNESSETH:

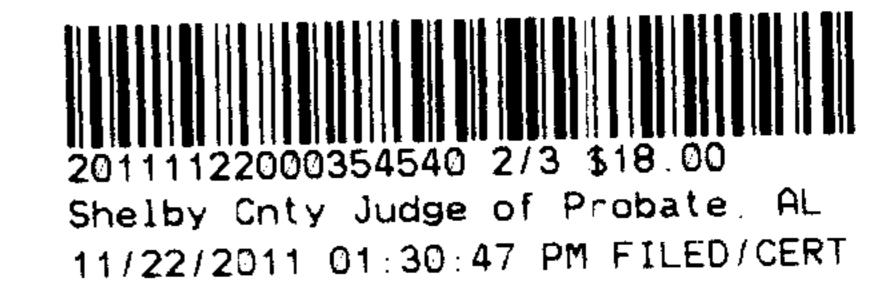
WHEREAS by Mortgage the Grantor did grant and convey that certain property known as 5167 Colonial Park Road, Birmingham, AL 35242 (and more particularly described below), in trust, to secure a Note payable to the Beneficiary in the original principal sum of Sixty-Three Thousand One Hundred Twenty-Five And 00/100 Dollars (\$63,125.00), bearing the date of July 27, 2007; said Mortgage (the "Existing Mortgage") being recorded August 3, 2007, among the land records of the County of Shelby, Alabama, against the following described property ("the Property"):

The following described real estate, situated in SHELBY County, Alabama to-wit:

Lot 21, ACCORDING TO THE SURVEY OF MEADOWBROOK, 6th SECTOR, AS RECORDED IN MAP BOOK 8, PAGE 44, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

FOR INFORMATIONAL PURPOSES ONLY:

The improvements thereon being known as 5167 Colonial Park Road, Birmingham, AL 35242 Tax ID#: 10-1-120-001-001.024



RECORDER'S MEMORANDUM At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

WHEREAS the Grantor did grant and convey the Property to secure a Note payable to Suntrust Mortgage, Inc, not to exceed the principal sum of One Hundred Eighty-Seven Thousand And 00/100 (\$187,000.00), bearing the date of 10-27-11, said Mortgage (the "New Mortgage") being recorded immediately prior hereto among the aforesaid land records; and

WHEREAS, it is the intent and desire of the parties to subordinate the lien of the Existing Mortgage to the Mortgage recorded immediately prior hereto.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. The Mortgage holder does hereby subordinate the lien of the Existing Mortgage dated July 27, 2007, and recorded August 3, 2007, to the lien of the New Mortgage recorded immediately prior hereto, it being intended that the Existing Mortgage shall have a second priority as to the Property, for so long as the borrower is under the Mortgage recited above.
- 2. The Beneficiary joins herein to evidence consent to this Subordination.
- 3. The lien and effect of the Existing Mortgage dated July 27, 2007, and recorded August 3, 2007, shall otherwise remain in full force and effect as to the Property.

WITNESS the following signatures and seals:

JØHN FATH (SEAL)

State of AL County of Jefferson, to wit:

10-28-11

The foregoing instrument was acknowledged before me on ____, by JOHN FATH.

Notary Public

My commission expires / 1/2015

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SUNTRUST MORTGAGE, INC.

By:
Judith Reighard

Its Assistant Secretary

(Title)

STAT	TE OF <u>VIRGINIA</u>)	
CITY	OF RICHMOND) to wit:	
	The foregoing instrument was a	cknowledged before me on October 14, 201	1
by	Judith Reighard	(name), as Assistant Secretary	(tit
of Su	nTrust Mortgage, Inc., on behalf	f of the corporation. I salk had here A	
		Notary Public Warlisha Whisonant	

WARLISHA WHISONANT
Notary Public
Commonwealth of Virginia
144702
My Commission Expires Feb 28, 2013