



20111212000374450 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
12/12/2011 01:10:28 PM FILED/CERT

SUBORDINATION AGREEMENT

Borrower: ROBERT S. JOHNSON AND AMY M. JOHNSON, HUSBAND AND WIFE

Property Address: 1909 CHANDABROOK DRIVE, PELHAM, ALABAMA 35124

This Subordination Agreement dated NOVEMBER 9, 2011, is between COMPASS BANK, (Junior Lender),

And, WELLS FARGO BANK, N.A. (New Senior Lender).

RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$25,000.00

Dated MAY 27, 2008, and recorded in book _____, page _____

Instrument Number 20080618000249450 on JUNE 18, 2008 (date), in SHELBY (County),

ALABAMA _____ (State).

The original mortgage or Deed of Trust referenced above secures a home equity revolving line of credit. The \$25,000.00 principal amount of the line of credit secured by the original Deed of Trust is changed to \$10,000.00 The credit agreement with this modification and this modification does not change the maturity date of the original Deed of Trust

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 \$151,550.00 Dated: _____ 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 \$151,550.00, 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)

Recording Requested By & Return To:
Chicago Title ServiceLink Division
4000 Industrial Blvd 2747351
Aliquippa, PA 15001

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.

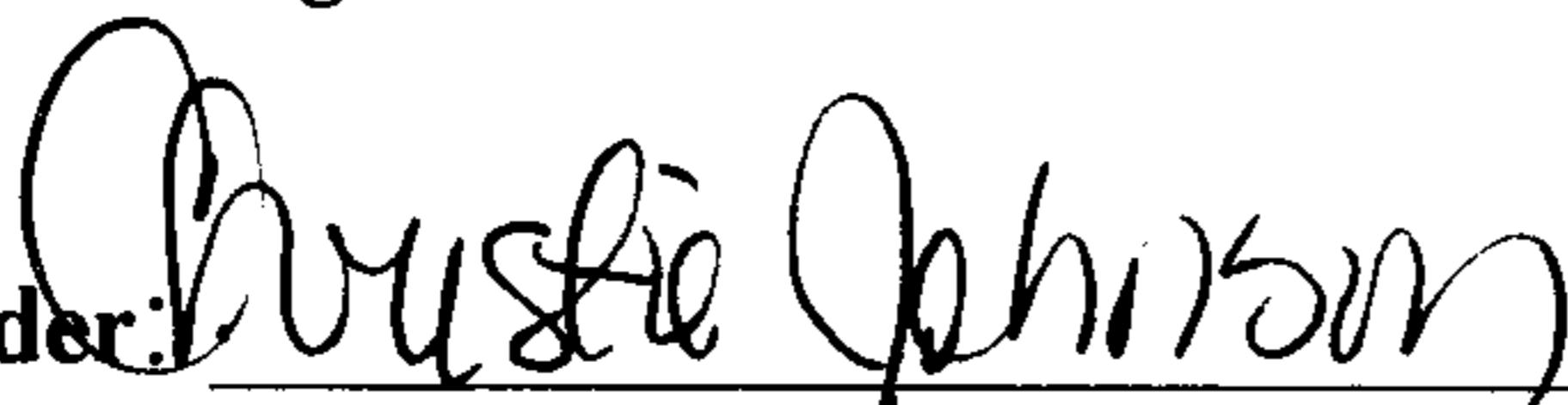
9. Waiver of Jury Trial

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.

Junior Lender:



Title: Assistant Vice President of Compass Bank

New Senior Lender: _____

Title: _____



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The State of **ALABAMA**

County of **JEFFERSON**

I, Nkechi Logan a Notary Public in and for said County, in said State, hereby certify that Christie Johnson whose name as Assistant Vice President of Compass Bank, a corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Assistant Vice President as aforesaid. Given under my hand this 9th day of November, 2011

(Seal)



Notary Public

My commission expires: _____

Nkechi Logan

MY COMMISSION EXPIRES

APRIL 29, 2015

State of _____

County of _____

I, _____ the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, as _____ (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 _____, 2011.

(Seal)

Notary Public

My commission expires: _____



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Exhibit "A"

Legal Description

ALL THAT PARCEL OF LAND IN CITY OF PELHAM, SHELBY COUNTY, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS LOT 19 ACCORDING TO THE SURVEY OF CHAPARRAL THIRD SECTOR AS RECORDED IN MAP BOOK 8 PAGE 165 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.

Being the same property as conveyed from JAMES C. BELL, III AND LEISHA E. BELL, HUSBAND AND WIFE to ROBERT S. JOHNSON AND AMY M. JOHNSON, HUSBAND AND WIFE, as described in INST # 20021223000640540 DATED 11/22/2002 AND RECORDED 12/23/2002, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

Tax ID: 11-7-36-4-001-048.053