



20111215000380260 1/4 \$22.00
Shelby Cnty Judge of Probate, AL
12/15/2011 12:30:19 PM FILED/CERT

This Document Prepared By:

Jonathan Howton
208 Hidden Cove Circle
Pelham, Alabama 35124

~~After Recording Send To:~~

Ally Bank

Order No.: 7104077

Assessor's Parcel Number: 13-6-13-4-007-036-000

SUBORDINATION AGREEMENT

TITLE OF DOCUMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

STATE OF ALABAMA
SHELBY COUNTY

This Subordination Agreement, made this 27th day of October, 2011 by **Superior Bank** (hereinafter referred to as Beneficiary), present owner and holder of the Mortgage and note first hereafter described, and **Ally Bank, its successors and/or assigns, as their interest may appear** (hereinafter referred to as "Lender");

WITNESSETH

THAT WHEREAS, **Jonathan Howton**, (hereinafter referred to as "Owner") did execute a Mortgage, dated **August 1, 2006** to **Superior Bank** as Mortgagee, covering that certain real property described as follows:

A PARCEL OF LAND SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, WITH A STREET LOCATION ADDRESS OF 208 HIDDEN COVE CIR; PELHAM, AL 35124-4875 CURRENTLY OWNED BY JONATHAN D HOWTON HAVING A TAX IDENTIFICATION NUMBER OF 13-6-13-4-007-036-000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED IN BOOK/PAGE OR DOCUMENT NUMBER 427180 DATED 8/21/2006.

to secure a note in the sum of **\$25,000.00** dated **August 1, 2006**, in favor of **Superior Bank** which Mortgage was recorded **August 30, 2006**, as INSTRUMENT/FILE NO. **000000427200**, Official Records of said county, and

WHEREAS, Owner has executed, or is about to execute, a Mortgage and note not to exceed the sum of **\$97,500.00** dated November 15, 2011, in favor of Lender, payable with interest and upon the terms and conditions described therein, which Mortgage is to be recorded concurrently herewith; and

20111215000380260 2/4 \$22.00
Shelby Cnty Judge of Probate, AL
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Loan No. _____

WHEREAS, It is a condition precedent to obtaining said loan that said Mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Mortgage first mentioned, Owner has requested Beneficiary to subordinate Beneficiary's lien to the lien about to be taken by the Lender; and

WHEREAS, Lender is willing to make said loan provided the Mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Mortgage first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage in favor of the Lender; and

WHEREAS, It is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Mortgage first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed to as follows:

- (1) That said Mortgage securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Mortgage first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any contained in the Mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) It consents to and approves (i) all provisions of the note and Mortgage in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan.

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20111215000380260 3/4 \$22.00
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- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part.
- (c) It intentionally waives, relinquishes and subordinates the lien or charge of the Mortgage first above mentioned in favor of the lien or charge upon said land of the Mortgage in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered unto but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the Mortgage first above-mentioned that said Mortgage has by this instrument been subordinated to the lien or charge of the Mortgage in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF LAND.

*WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING*

HOWTON
44395733 AL
FIRST AMERICAN ELS
SUBORDINATION AGREEMENT

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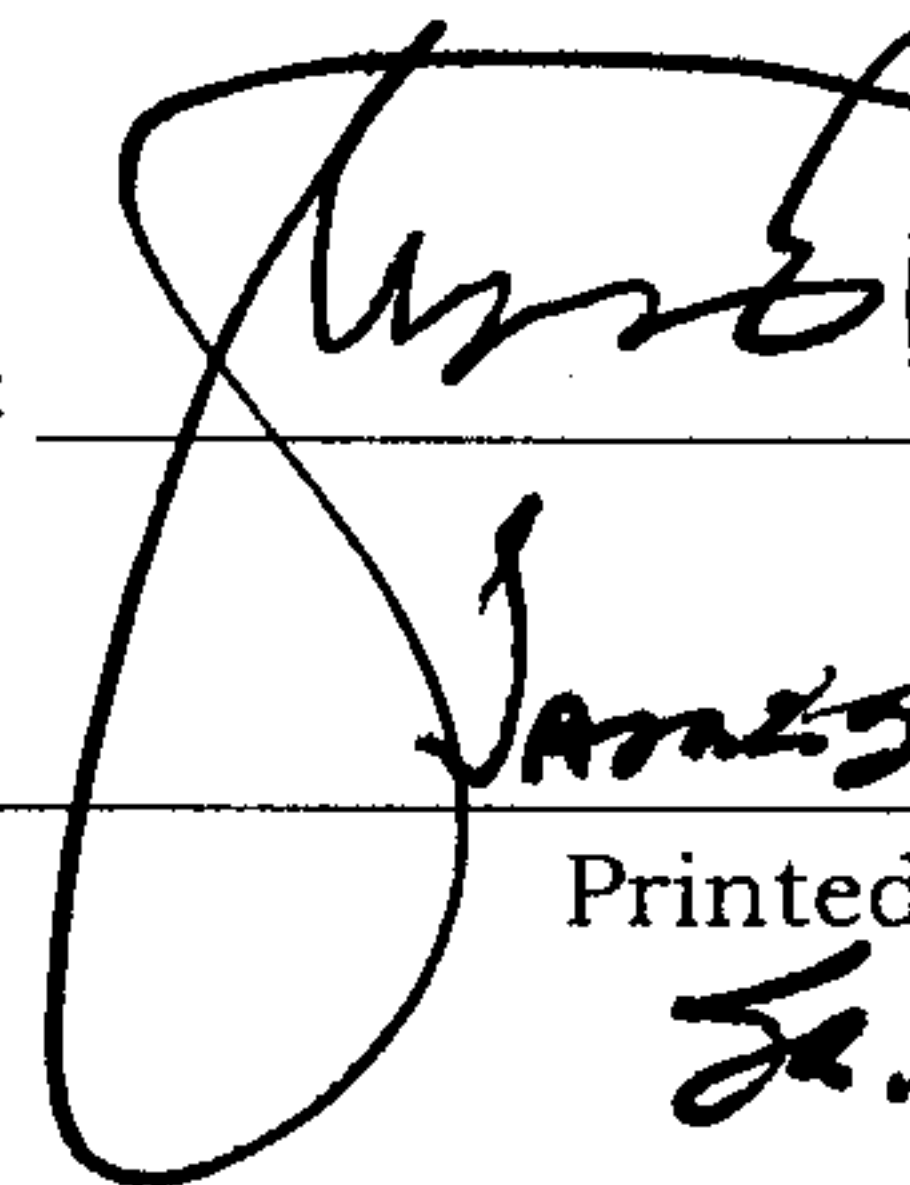
In witness whereof, the said PARTY(IES) HERETO has/have signed and sealed these presents the day and year first above written.

BENEFICIARY:
Superior Bank

Attest:

Secretary

By: _____

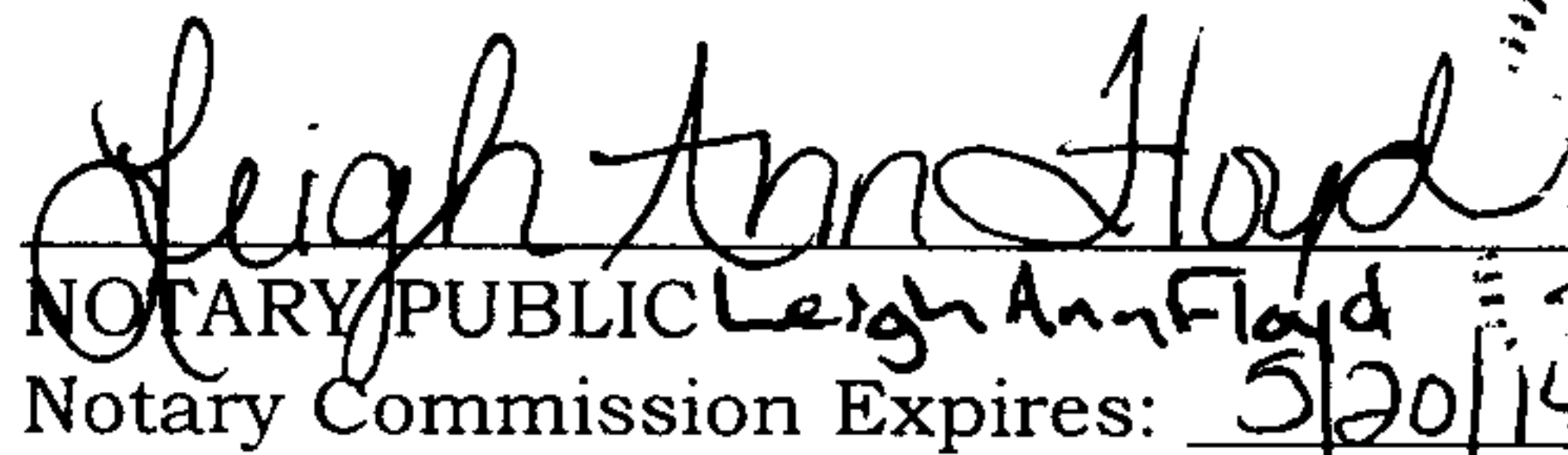

James W. Mann Jr.
Printed Name & Title
Sr. Vice President

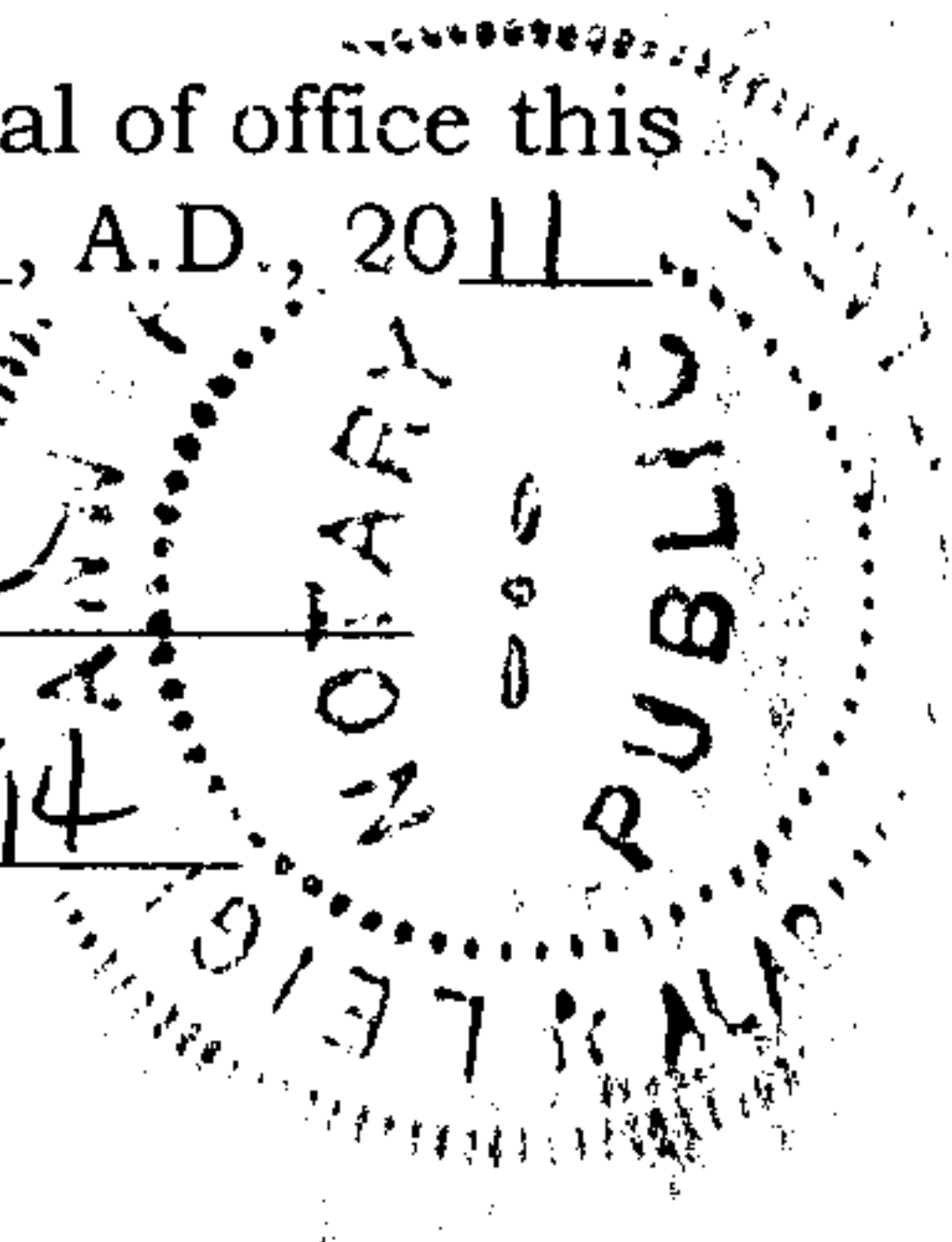
STATE OF ALABAMA
JEFFERSON COUNTY

I, LEIGH ANN FLOYD, a Notary Public in and for said County, in said State, hereby certify that JAMES W. MANN, JR. - SR., whose name as SR. VICE PRESIDENT of the SUPERIOR BANK, N.A., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

NOTARY STAMP/SEAL

Given under my hand and official seal of office this 27th day of OCTOBER, A.D., 2011.


NOTARY PUBLIC Leigh Ann Floyd
Notary Commission Expires: 5/20/14



IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

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Ally Bank

