

RECORDING REQUESTED BY Old Republic Title

PREPARED BY:
Compass Bank
401 West Valley Avenue
Birmingham, AL 35209
Christie Johnson

RETURN TO:

Old Republic Title
530 South Main Street, Suite 1031
Akron, Ohio 44311
Lisa A Drummond
1-866-235-4326 X6245
01-11182714

Source of Title: Instrument No. 20040312000129360

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Subordination Agreement

20111229000394850 2/5 \$24.00 Shelby Cnty Judge of Probate, AL

AFTER RECORDING 12/29/2011 12:25:17 PM FILED/CERT PLEASE RETURN TO: WHEN RECORDED RETURN TO: OLD REPUBLIC TITLE ATTN: QUALITY ASSURANCE DEPT. 530 SOUTH MAIN STREET **SUITE** 1031 AKRON, OH 44311 **SUBORDINATION AGREEMENT** 01-11182714 Borrower: Property Address: This Subordination Agreement dated 9-29-2011, is between COMPASS BANK, (Junior Lender), And American Internet Mortgage, (New Senior Lender). RECITALS COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$ 25,000,00 Dated 10-18-2006, and recorded in book N/A instrument Number 2000/10/000543560 (date), in (County), bama (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 \$ 92.000.00_____ Dated: 10-11-2011 . 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

Junior Lender agrees that its security interest and all of Junior Lender's rights thereunder shall a 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 $\frac{9}{1000}$, $\frac{9}{100}$, 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

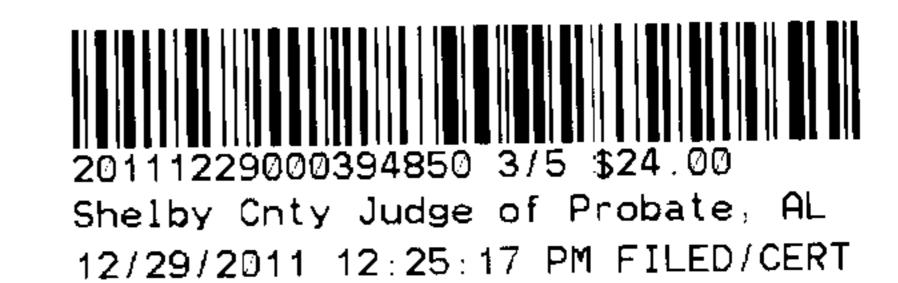
This agreement shall be binding upon and inure to the benefit of the Junior Lender and Senior Lender, and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

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)

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

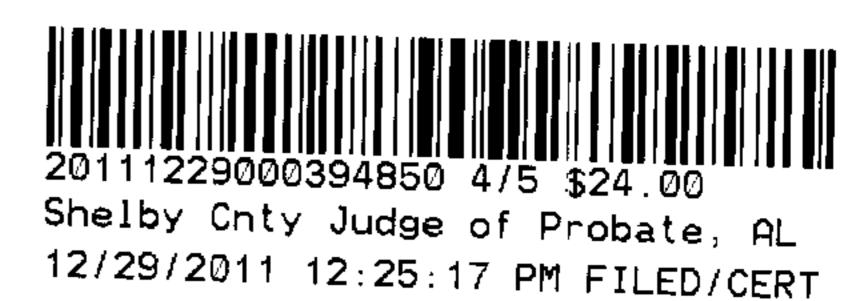
9. Walver of Jury Trial

arising out of, or based upon this Agreement.

in which the Property is located, recorded in such real estate records, to be enforceable. Junior Lender and the New Senior Lender hereby waive any right to trial by Jury in any action 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 of Compass Bank Title: New Senior Lender: american Internet matagaph, Inc. State of Alabama County of <u>Jefferson</u> I, the undersigned, a Notary Public in and for said County, in said State, hereby certify

ITSHE DOMESION , as _______ P_Vice 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 <u>September</u> Given under my hand and official seal this 39th 20 (Seal) Notaky Flublic My commission expires: 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. day of Given under my hand and official seal this ____ (Seal) **Notary Public**

My commission expires:



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

to the terms

of the

New Senior Lender and Junior Lender acknowledge that they have read, understand, and agree 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. Title: of Compass Bank New Senior Lender: <u>American Internet mortgoo</u>ge, Inc. <u>Muso</u> Title: <u>Jennifer Muson</u> Controller State of Alabama County of <u>Jefferson</u> that Christian In the Undersigned, a Notary Public in and for said County, in said State, hereby certify that Christian In the United 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. Given under my hand and official seal this 39th day of 20km Den. 20 (Seal) My commission expires: State of California

County of San Dicig o I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that , as Controller (title) of Querican internet mortgage, inc Janniter Musa (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/be/she executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 22 day of Deca meet. 20_(

(Seal)

Notary Public

My commission expires: March 20, 2014

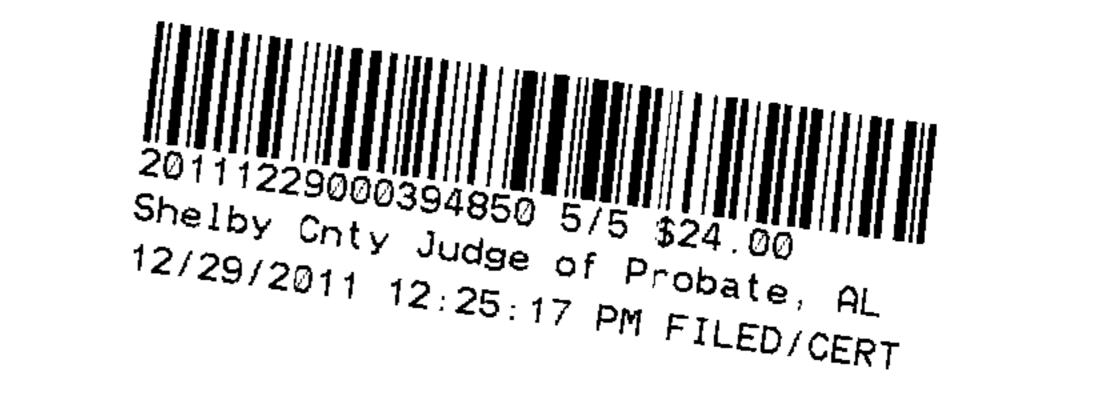


EXHIBIT "A"

SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA:

LOT 10, ACCORDING TO THE AMENDE FINAL PALT WYNFIELD PARC, PHASE ONE, AS RECORDED IN MAP BOOK 27, PAGE 51, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TAX ID NO: 131021000018.010(PARCEL)