
20111229000394850 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
12/29/2011 12:25:17 PM FILED/CERT

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
12/29/2011 12:25:17 PM FILED/CERT

AFTER RECORDING
PLEASE RETURN TO:

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: QUALITY ASSURANCE DEPT.
530 SOUTH MAIN STREET
SUITE 1031
AKRON, OH 44311

Prepared By:

Compass Bank
401 West Valley Ave
Birmingham, AL 35209
Christie Johnson

SUBORDINATION AGREEMENT

01-1182714

Borrower: Joydip Barman

Property Address: 119 Shine Drive Pelham, AL 35124

This Subordination Agreement dated 9-29-2011, is between COMPASS BANK, (Junior Lender),

And American Internet Mortgage Inc. (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, page N/A, as instrument

Number 2006110600543560 on 11-6-2006 (date), in Shelby (County),
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 \$ 92,000.00 Dated: 10-11-2011. This will be the New

Senior Security Instrument. recorded on _____,

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 \$ 92,000.00, 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)

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: Christie Johnson
Title: NVP of Compass Bank

New Senior Lender: American Internet mortgage, Inc.
Title: Processor

State of Alabama

County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Christie Johnson, as A 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.

Given under my hand and official seal this 29th day of September, 2011.

(Seal)

Mary B Bryant
Notary Public
My commission expires: 2/11/2014
Mary B Bryant

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 _____, 20____.

(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

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: VP of Compass Bank

New Senior Lender:

Title: Jennifer Musa / Controller

State of Alabama

County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Christie Johnson, as VP 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.

Given under my hand and official seal this 29th day of September, 2011.

(Seal)

Mary B Bryant
Notary Public
My commission expires: 2/1/2014

State of California

County of San Diego

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jennifer Musa, as Controller (title) of American Internet Mortgage, Inc (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 22 day of December, 2011.

(Seal)

Katharine Thelma McFarland
Notary Public

My commission expires: March 20, 2014





20111229000394850 5/5 \$24.00
Shelby Cnty Judge of Probate, AL
12/29/2011 12:25:17 PM FILED/CERT

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)