


When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

STATE OF ALABAMA
JEFFERSON COUNTY

77471398-02


20120110000012770 1/3 \$20.00
Shelby Cnty Judge of Probate, AL
01/10/2012 12:32:35 PM FILED/CERT

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this 14 day of November, 2011, by First Commercial Bank, a division of Synovus Bank (hereinafter referred to as the "Holder") in favor of Amerisave Mortgage Corp, (hereinafter referred to as the "Lender"), it's successors, and assigns.

WITNESSETH:

WHEREAS, Holder did loan to Nagaraj & Parvathi Shivakumar (the "Borrower", whether one or more) the sum of One Hundred Forty Thousand and 00/100 (\$140,000.00 amended to One Hundred Twenty Seven Thousand and 00/100 (127,000.00 amended to One Hundred Eighteen Thousand Four hundred Forty and 00/100 (118,440.00), which loan is evidenced by a note dated 12/14/2006 amended 03/31/2008 and amended 11/14/2011, executed by Borrower in favor of Holder, and is secured by a mortgage, deed of trust, deed to secure debt or other security instrument dated 12/22/2006 amended 06/02/2008 and further amended _____ ("the Existing Mortgage") covering the property described therein and recorded in Book 20061222000624380, page amended Book 20080602000221650 and further amended Book _____ in the public records of Shelby County, Alabama; and

WHEREAS, Borrower has requested Amerisave Mortgage Corp lend to it the sum of Three Hundred Eighty Five Thousand and 00/100 (\$ 385,000.00) (the "Loan"), such Loan to be evidenced by a promissory note in such amount executed by Borrower in favor of Lender and secured by a mortgage, deed of trust, deed to secure debt, security deed or other security instrument of even date therewith (the "Superior Mortgage"); and ** Will be recorded concurrently herewith*

WHEREAS, the Lender has agreed to make the Loan to the Borrower, if, but only if, the Superior Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Existing Mortgage on the terms set forth below and provided that the Holder will specifically and unconditionally subordinate the lien or charge of the Existing Mortgage to the lien or charge of the Superior Mortgage on the terms set forth below.

NOW, THEREFORE, in consideration of one dollar in hand paid by the Borrower to Holder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Holder, Holder agrees as follows:

1. The Superior Mortgage and the note secured by the Superior Mortgage and the debt evidenced by such note and all renewals and extensions thereof, or any part thereof, and all interest payable on all said debt and on any such renewals and extensions shall be and remain at all times a lien or charge on the property covered by the Superior Mortgage, prior and superior to the lien or charge to the Holder.

2. Holder acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Existing Mortgage in favor of the lien or charge of the Superior Mortgage, and that it understands that, in reliance upon and in consideration of the 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 by the Lender which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

3. This agreement contains the entire agreement between the parties hereto as to the Existing Mortgage and the Loan secured by the Superior Mortgage, and as to the priority thereof, and there are not agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.

4. This agreement shall be binding upon the Holder, its successors and assigns and shall inure to the benefit of the Lender, its successors and assigns.

5. No waiver shall be deemed to be made by the Holder of any of its rights hereunder or under the Existing Mortgage, unless the same shall be in writing signed on behalf of the Holder, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the Holder, or the obligations of the Borrower to the Holder in any other respect at any other time.

IN WITNESS WHEREOF, the Holder has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

FIRST COMMERCIAL BANK,
a division of Synovus Bank

ATTEST



By: Dianne Walker
Its: Credit Support Asst.

State of Alabama
Jefferson County

I, the undersigned authority, a Notary Public in and for said county in said State hereby certify that Dianne Walker, whose name as Credit Support Asst. of First Commercial Bank, *a division of Synovus Bank* 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, the officer, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 10 day of November, 2011.

[SEAL]

Walter A. Benham
Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 18, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This Instrument Prepared By:
Dianne Walker
First Commercial Bank, *a division of Synovus Bank*
P.O. Box 11746
Birmingham, AL 35202



LEGAL DESCRIPTION

EXHIBIT "A"

20120110000012770 3/3 \$20.00
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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 65, ACCORDING TO THE MAP OR SURVEY OF THE COVE OF GREYSTONE, PHASE II, AS RECORDED IN MAP BOOK 29, PAGE 136 A&B, AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO EASEMENT, RESTRICTIONS, CONDITIONS, RESERVATIONS, RIGHT OF WAYS, LIMITATIONS, AS STATED AND RECORDED IN DEED DATED NOVEMBER 04, 2004, RECORDED DECEMBER 15, 2004 AS INSTRUMENT NO. 20041215000684940; AS AFFECTED BY CORRECTIVE DEED RECORDED APRIL 08, 2005, AS INSTRUMENT NO. 20050408000164700.

PARCEL ID #038270012036000

THIS BEING THE SAME PROPERTY CONVEYED TO NAGARAJ M. SHIVAKUMAR AND PARVATHI M. PUTTANNA FROM COMMUNITY DEVELOPMENT, LLC, AN ALABAMA LIMITED LIABILITY COMPANY IN A DEED DATED NOVEMBER 04, 2004 AND RECORDED DECEMBER 15, 2004 AS INSTRUMENT NO. 20041215000684940; AS AFFECTED BY CORRECTIVE DEED RECORDED APRIL 08, 2005, AS INSTRUMENT NO. 20050408000164700.

Property Commonly Known As: **1110 Greystone Cove Drive Birmingham, AL 35242**

Parcel ID: **038270012036000**



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