

~~AFTER RECORDING~~
~~PLEASE RETURN TO:~~
~~Roger Owens~~
~~1013 Bridgewater Park Drive~~
~~Birmingham, AL 35244~~

This Document Prepared By:
Dennis I Hays
Attorney at Law
PO Box 36025
Birmingham, AL 35236

56174260-1174637

SUBORDINATION AGREEMENT

Return to: Roger Owens
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117
77532451

Borrower: ROGER OWENS and KAY OWENS, husband and wife

Property Address: 1013 Bridgewater Park Drive, Birmingham, Alabama, 35244

This Subordination Agreement dated 1/26/12, is between COMPASS BANK, (Junior Lender), and JP MORGAN CHASE BANK, NA, (New Senior Lender).

RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$75,876.00

Dated February 20, 2008, and recorded in book (NA) page (NA), as Instrument Number 20080221000071300 on February 21, 2008 (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 \$ 289,000.00 Dated: 1/26/12. This will be the New Senior Security Instrument. *To be recorded concurrently herewith. (LX)*

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 \$ 289,000.00, 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: AVP of Compass Bank

New Senior Lender: _____
Title: _____ (see the attached)

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 AVP 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 December, 2011.
(Seal) Mary B. Bryant
Notary Public
My commission expires: 2/11/2014

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: _____

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: AVP of Compass Bank

New Senior Lender: Valerie Banks
Title: AVP JPMorgan Chase Bank, N.A. (LB)

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 AVP 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 December
2011.

(Seal)

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

State of Ohio
County of Franklin

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Valerie Banks, as AVP (title) of JPMorgan Chase Bank, N.A. (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. (LB)

Given under my hand and official seal this 1 day of Feb
2012.

(Seal)

ROSANNA M. RICHARDS
Notary Public, State of Ohio
My Comm. Expires 10-29-2013

Rosanna M. Richards
Notary Public
My commission expires: 10-29-13

Rosanna M. Richards



20120217000059200 4/4 \$22.00
Shelby Cnty Judge of Probate, AL
02/17/2012 11:16:23 AM FILED/CERT

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 11-7-26-0-008-004.000

Land Situated in the County of Shelby in the State of AL

LOT 4-A, ACCORDING TO THE RESURVEY OF LOTS 1 THROUGH 12, BRIDGEWATER PARK, AS RECORDED
IN THE PROBATE OFFICE IN MAP BOOK 38 PAGE 43 IN SHELBY COUNTY, ALABAMA.

Commonly known as: 1013 Bridgewater Park Drive , Birmingham, AL 35244



+U02447219+

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