


When Recorded Return To:
In Person or Services
2015-2017
St. Paul, MN 55117


20120313000087190 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
03/13/2012 12:42:19 PM FILED/CERT

Return to:
RBC Bank (USA)
Post Office Box 500
Rocky Mount, NC 27804

Rec 2nd
77 576050

RBC Bank (USA) Account No. xxx3229889
Prepared by: Dani Coley

State of Alabama

County of Shelby

Lien Subordination – Alabama

② 56266283-1208984

THIS LIEN SUBORDINATION is made as of the 16th day of February, 2012, by **RBC BANK (USA)**, a North Carolina state chartered bank ("RBC Bank"), and MERS Inc, as nominee for Quicken Loans Inc. ("New Lender") (collectively, the "Parties").

WITNESSETH:

WHEREAS, Daniel C. Morgan and Ellen W. Morgan ("Borrower") borrowed funds in the maximum principal amount of Twenty Eight Thousand and 00/100 Dollars (\$28,000.00) from RBC Bank, said loan being evidenced by a promissory note, an equity line of credit agreement, or other instrument dated as of the 16th day of January, 2009 ("Note");

WHEREAS, the Note is secured by a Mortgage dated as of the 16th day of January, 2009, recorded as Instrument Number 20090127000026050 or Book _____ Page _____, Shelby County Judge of Probate ("Mortgage");

WHEREAS, the Mortgage grants a lien on the property ("Property") described therein, which description is by this reference incorporated as if fully set out herein;

WHEREAS, Borrower desires to borrow from New Lender, and New Lender desires to lend to Borrower, funds in the maximum principal amount of Three Hundred Twenty Seven Thousand Two Hundred and 00/100 Dollars (\$327,200.00) ("Maximum Principal Amount"), which loan will be evidenced by a note or other instrument to be executed by Borrower in favor of New Lender ("New Note");

WHEREAS, the New Note will be secured by a Mortgage from Borrower to New Lender, as beneficiary, dated as of the 29th day of Feb., 2012, in the amount of Three Hundred Twenty Seven Thousand Two Hundred and 00/100 Dollars (\$327,200.00) ("New Mortgage"); and

WHEREAS, New Lender is unwilling to make the above-referenced loan to Borrower unless the New Mortgage has priority over and is senior to the lien of the Mortgage.

NOW, THEREFORE, the Parties agree as follows:

1. RBC Bank hereby subordinates the Mortgage and the lien thereof to the New Mortgage, up to the Maximum Principal Amount plus accrued interest and any amounts advanced for the payment of insurance or taxes, if permitted under the terms of the New Mortgage (the "New Loan Balance"). To the extent that New Lender extends to Borrower any amount over and above the New Loan Balance, and to the extent of any interest, fees, premiums, penalties, charges, costs, and expenses relating thereto not provided in the New Loan Balance, the Mortgage and the lien thereof shall have priority over the New Mortgage.

2. The New Mortgage upon the Property described therein shall be superior and senior to the lien of the Mortgage, up to the New Loan Balance, as provided above, and to carry out such purpose, RBC Bank does hereby release, remise, and forever quitclaim its title to and lien upon the Property to the extent, but only to the extent, that the Mortgage shall be subordinate and junior to the New Mortgage, up to the New Loan Balance, as provided above. The foregoing subordination applies only to the New Mortgage and does not affect the lien of the Mortgage with respect to any other matters of title affecting the Property.

3. Except for the subordination of the Mortgage to the New Mortgage as set forth herein, the Mortgage and all the terms and conditions thereof shall be and remain in full force and effect.

4. All references herein to RBC Bank and New Lender shall include their respective heirs, successors, and assigns, and all of the covenants, provisions, and agreements by or on behalf of any such party shall bind and inure to the benefit of the heirs, successors, and assigns of such party and the other parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this Lien Subordination under seal as of the day and year first above stated.

Witness:

Car Wells
Print Name: Caroline A. Wells

RBC BANK (USA)

By: Michelle Lavender
Name: Michelle Lavender
Title: Bank Officer

STATE OF NORTH CAROLINA)

COUNTY OF Nash)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Michelle Lavender, whose name as Bank Officer of RBC Bank (USA), a North Carolina state chartered bank, is signed to the foregoing Lien Subordination Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lien Subordination Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said RBC Bank (USA).

Given under my hand and official seal, this 16th day of February 2012

CATHERINE L. PRIDGEN
NOTARY PUBLIC
NASH COUNTY, N.C.

Catherine L. Pridgen
Notary Public

My Commission Expires: 07/24/2013



20120313000087190 3/3 \$19.00
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EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 092040003116000

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

LOT 934 ACCORDING TO THE SURVEY OF HIGHLAND LAKES 9TH SECTOR PHASE 1, AN EDDLEMAN
COMMUNITY AS RECORDED IN MAP BOOK 24, PAGE 1, SHELBY COUNTY, ALABAMA RECORDS.

Commonly known as: 1048 Knollwood Dr , Birmingham, AL 35242


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