



20120315000090210 1/7 \$32.00
Shelby Cnty Judge of Probate, AL
03/15/2012 10:34:07 AM FILED/CERT

Space Above This Line for Recorder's Use Only

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Prepared by:
Citibank
1000 Technology Dr MS 321
O'Fallon, MO 63368
866-795-4978

Citibank Account # 001122915964

A.P.N.: _____ Order No.: _____ Escrow No.: _____

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 31st day of January 2012, by

JOHN L OLIVER and CYNTHIA G OLIVER

Owner(s) of the land hereinafter describe and hereinafter referred to as "Owner," and
Citibank, N.A., SUCCESSOR BY MERGER TO CITIBANK, FEDERAL SAVINGS BANK
present owner and holder of the mortgage or deed of trust and related note first hereinafter described and
hereinafter referred to as "Creditor."

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

CONTINUATION OF SUBORDINATION AGREEMENT

To secure a note in the sum of \$ \$50,000, dated November 15th, 2008, in favor of Creditor, which mortgage or deed of trust was recorded on November 25th, 2008, in Book _____, Page _____, and/or Instrument # 20081125000449830, in the Official/ Records of the Town and/or County of referred to in Exhibit A attached hereto; and

WHEREAS, Owner has executed, or is about to execute, a mortgage or deed of trust and a related note in a sum not greater than \$ \$156,201 to be dated no later than _____, _____, in favor of Citibank, N.A., hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage or deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said mortgage or deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before described, prior and superior to the lien or charge of the mortgage or deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the mortgage or deed of trust securing the same is a lien of charge upon the above described property prior and superior to the lien of charge of the mortgage or deed of trust first above mentioned and provided that Creditor will specifically and unconditionally subordinate the lien or charge of the mortgage or deed of trust first above mentioned to the lien or charge of the mortgage or deed of trust in favor of Lender; and

WHEREAS, it is the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that the mortgage or deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the mortgage or deed of trust in favor of the Creditor above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said mortgage or deed of trust securing said note in favor of Lender shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the mortgage or deed of trust in favor of the Creditor first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage or deed of trust in favor of the Creditor first above mentioned to the lien or charge of the mortgage or deed of trust in favor of the Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages or deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the mortgage or deed of trust in favor of the Creditor first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or deed of trust to another mortgage or deed of trust.

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE



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CONTINUATION OF SUBORDINATION AGREEMENT

Creditor declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provisions of the mortgage or deed of trust and the related note in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreements shall not defeat the subordination herein made in whole or part;
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage or deed of trust in favor of the Creditor to the lien or charge upon said land of the mortgage or deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this 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 which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) If requested by Lender, an endorsement has been placed upon the note secured by the mortgage or deed of trust first above mentioned in favor of the Creditor that said mortgage or deed of trust has by this instrument been subordinated to the lien or charge of the mortgage or deed of trust in favor of Lender above referred to.

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH
ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO
OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER
PURPOSES THAN IMPROVEMENT OF THE LAND.**

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE



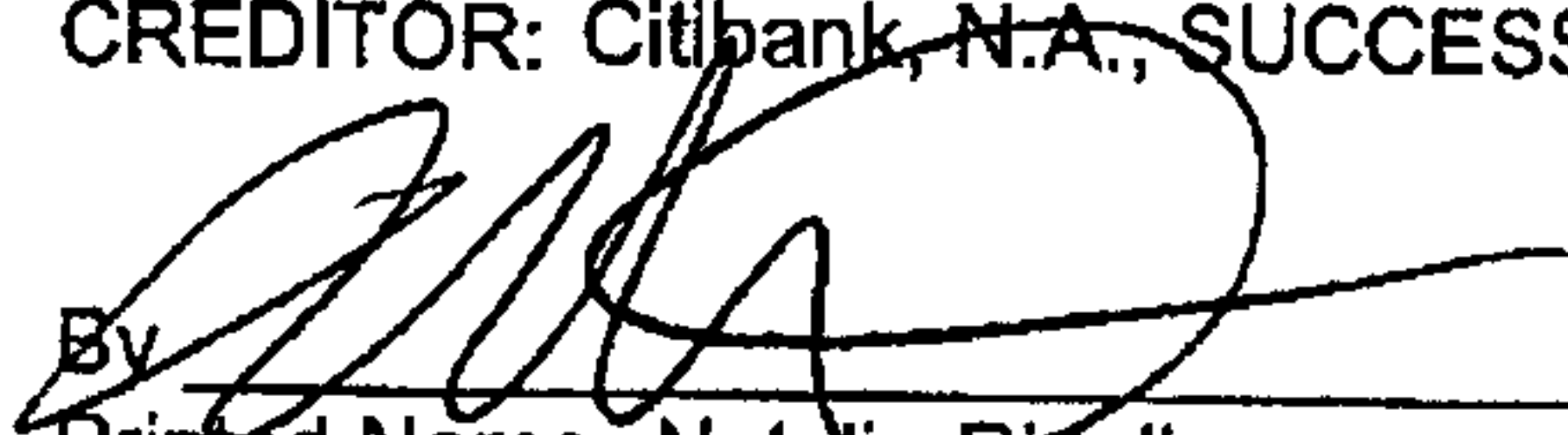
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CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR: Citibank, N.A., SUCCESSOR BY MERGER TO CITIBANK, FEDERAL SAVINGS BANK

By 
Printed Name Natalie Ridalls
Title Assistant Vice President

BY: _____
_____, Witness

BY: _____
_____, Witness

(ALL SIGNATURES MUST BE ACKNOWLEDGED)
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE
PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

STATE OF Michigan)
County of Washtenaw) Ss.

On January 31st, 2012, before me Deborah A Berling, personally appeared
Natalie Ridalls Assistant Vice President of

Citibank, N.A.,
Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



DEBORAH A. BERLING
Notary Public, State of Michigan
County of Jackson
My Commission Expires Mar. 3, 2013
Acting in the County of Washtenaw


Notary Public in said County and State

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CONTINUATION OF SUBORDINATION AGREEMENT

OWNER:

John L Oliver
Printed Name JOHN L OLIVER

Title: _____

Cynthia G Oliver
Printed Name CYNTHIA G OLIVER

Title: _____

Printed Name _____
Title: _____

Printed Name _____
Title: _____

(ALL SIGNATURES MUST BE ACKNOWLEDGED)
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE
PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

STATE OF Alabama
County of Shelby) Ss.

Kimberly A. Light
Notary Public

On February 10, 2012, before me John L Oliver and Cynthia G Oliver personally appeared

whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Kimberly A. Light
Notary Public in said County and State

Kimberly A. Light
Notary Public

My Commission Expires
December 1, 2014



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TICOR TITLE INSURANCE COMPANY

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA
 AND IS DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN CITY OF WILSONVILLE, SHELBY COUNTY, STATE OF ALABAMA, AS MORE FULLY DESCRIBED IN DEED DOC # 20031020000698540, ID# 168330000016000, BEING KNOWN AND DESIGNATED AS COMMENCING AT THE SE CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 1 EAST; THENCE RUN NORTHERLY ALONG THE EAST LINE THEREOF FOR 512.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE LAST DESCRIBED COURSE FOR 834.56 FEET TO AN IRON PIPE FOUND; THENCE 91 DEGREES 06' 33" LEFT RUN WESTERLY ALONG A FENCE FOR 1295.34 FEET; THENCE 87 DEGREES 20' 20" LEFT RUN SOUTHERLY ALONG A FENCE FOR 935.87 FEET; THENCE 90 DEGREES 48' 05" LEFT RUN EASTERLY 361.50 FEET; THENCE 90 DEGREES 14' 32" RIGHT RUN SOUTHERLY 361.50 FEET TO AN IRON ON THE NORTHERLY R/W OF SHELBY COUNTY HIGHWAY #48 AND A CURVE CONCAVED NORTHERLY (HAVING A RADIUS OF 1080.56 FEET AND A CENTRAL ANGLE OF 14 DEGREES 57' 41"); THENCE 92 DEGREES 54' 25" LEFT TO CHORD OF SAID CURVE, RUN EASTERLY ALONG SAID CURVE FOR 340.32 FEET TO A CURVE TO THE RIGHT (HAVING A RADIUS OF 2176.31 FEET AND A CENTRAL ANGLE OF 4 DEGREES 45' 46"); THENCE RUN ALONG SAID CURVE AND R/W FOR 180.91 FEET TO A POINT THAT IS 170.00 FEET WEST OF THE EAST LINE OF SAID 1/4-1/4 SECTION; THENCE 83 DEGREES 15' 44" LEFT FROM CHORD OF LAST SAID CURVE, RUN NORTHERLY 405.25 FEET; THENCE 88 DEGREES 50' 39" RIGHT RUN EASTERLY 170.19 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

BEING AT THE NW CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 1 EAST; THENCE RUN EASTERLY ALONG THE NORTH LINE THEREOF FOR 40.18 FEET TO A FENCE; THENCE 90 DEGREES 34' 09" RIGHT RUN SOUTHERLY ALONG SAID FENCE FOR 917.29 FEET; THENCE 89 DEGREES 11' 55" RIGHT RUN WESTERLY 12.20 FEET TO THE WEST LINE OF SAID 1/4-1/4 SECTION; THENCE 89 DEGREES 03' 14" RIGHT NORTHERLY 917.48 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:


BEGIN AT THE SE CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 1 EAST; THENCE RUN NORTHERLY ALONG THE EAST LINE THEREOF FOR 65.62 FEET TO A FENCE; THENCE 91 DEGREES 06' 33" LEFT RUN WESTERLY ALONG SAID FENCE FOR 1295.34 FEET; THENCE 87 DEGREES 20' 20" LEFT RUN WESTERLY ALONG SAID FENCE FOR 18.58 FEET TO THE SOUTH LINE OF SAID 1/4-1/4 SECTION; THENCE 90 DEGREES 34' 09" LEFT RUN EASTERLY 1295.79 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ENCROACHMENTS, TRANSMISSION LINE PERMITS, RESERVATIONS, RESTRICTIONS, AND CONDITIONS OF RECORD AND VISIBLE ON SAID PREMISES.

659 COUNTY ROAD 48, WILSONVILLE, AL. 35186

BY FEE SIMPLE DEED FROM OTIS FARMER, JR., AS PERSONAL REPRESENTATIVE OF THE ESTATE OF WAYMAN D. FARMER, DECEASED AS SET FORTH IN DOC # 20031020000698540

DATED 10/17/2003 AND RECORDED 10/20/2003, SHELBY COUNTY RECORDS, STATE OF ALABAMA.


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