

20120315000090350 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
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Commitment Number: 2012-29897

This instrument prepared by:

Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 7367A E. Kemper Road, Cincinnati, Ohio 45249 (513) 247-9605 Fax: (866) 611-0170 and Thomas Granville McCroskey, Esq., Member of the Alabama Bar and licensed to practice law in Alabama.

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ENTITLE DIRECT
200 CORPORATE CENTER DRIVE
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SUBORDINATION OF MORTGAGE

This Subordination of Mortgage is made as of the 17 Feb 2012 by **First Financial Bank** ("Mortgagee"), whose address is P.O. Box 340, Bessemer, AL 35021, under the following circumstances:

** being recorded simultaneously here with*
A. Mortgagee is the holder of a Mortgage (the "Existing Mortgage") executed by **Reynolds M. Jones, Sr. and Katherine M. Jones, husband and wife** ("Borrower"), as mortgagor, in favor of Mortgagee, recorded at 2007-524140, the Mortgage Records of Shelby County, Alabama, which is a lien on the real estate described below (the "Property").

DEED 1: (INSTRUMENT NUMBER : 20030731000493260) THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT: LOT 1, ACCORDING TO THE MAP OF REYNOLDS JONES RESURVEY, AS RECORDED IN MAP BOOK 31, PAGE 103, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

DEED 2: (INSTRUMENT NUMBER : 20040306000114000) BEGIN AT THE NE CORNER OF THE NE1/4 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 20, RANGE 2 WEST; THENCE IN A WESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID QUARTER-QUARTER SECTION 284.00 FEET; THENCE TURN A

DEFLECTION ANGLE OF 91 DEGREES 57 MINUTES TO THE LEFT IN A SOUTHERLY DIRECTION ALONG A LINE THAT IS PARALLEL WITH THE EAST LINE OF SAID QUARTER-QUARTER SECTION 360.16 FEET TO INTERSECTION WITH THE SOUTHWEST RIGHT OF WAY OF PUBLIC ROAD (OAK MOUNTAIN PARK ROAD); THENCE TURN A DEFLECTION ANGLE OF 109 DEGREES 33 MINUTES TO THE RIGHT IN A NORTHWESTERLY DIRECTION ALONG A STRAIGHT LINE WHICH IS ALONG SAID RIGHT OF WAY 15.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE IN A NORTHWESTERLY DIRECTION ALONG THE SAME LINE 89.75 FEET TO THE POINT OF BEGINNING OF THE ARC OF A CURVE TANGENT TO LAST MENTIONED COURSE, SAID CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 374.41 FEET, BEING SUBTENDED BY CENTRAL ANGLE OF 2 DEGREES 51 MINUTES 15 SECONDS AND HAVING A CHORD OF 18.65 FEET IN LENGTH, THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID ARC, WHICH IS ALSO ALONG SAID RIGHT OF WAY 18.65 FEET; THENCE TURN A DEFLECTION ANGLE OF 93 DEGREES 37 MINUTES 20 SECONDS TO THE LEFT FROM SAID CHORD. IN A SOUTHWESTERLY DIRECTION 309 FEET; THENCE TURN A DEFLECTION ANGLE OF 105 DEGREES 33 MINUTES 40 SECONDS TO THE LEFT IN AN EASTERLY DIRECTION 197.70 FEET; THENCE TURN A DEFLECTION ANGLE OF 88 DEGREES 56 MINUTES 23 SECONDS TO THE LEFT IN A NORTHERLY DIRECTION ALONG A LINE THAT THIS PARALLEL WITH SAID EAST LINE 260.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO: 1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2002 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2003. 2. ALL RIGHTS OUTSTANDING BY REASON OF STATUTORY RIGHT OF REDEMPTION FROM FORECLOSURE OF THAT CERTAIN MORTGAGE GIVEN BY KEVIN M. MCCAIN TO ROSLYN NATIONAL MORTGAGE CORPORATION RECORDED IN INSTRUMENT #2000-23940, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; SAID FORECLOSURE BEING EVIDENCED BY FORECLOSURE DEED TO BANK ONE NATIONAL ASSOCIATION, RECORDED IN INSTRUMENT #2002-33485, IN SAID PROBATE OFFICE. (EXPIRES 06/25/03)

DEED 3: (INSTRUMENT NUMBER : 20100210000048110) THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT: PART OF LOT 1 ACCORDING TO THE MAP OF REYNOLDS JONES RESURVEY AS RECORDED IN MAP BOOK 31, PAGE 103, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA AND WHICH IS MORE PARTICULARLY DESCRIBED AS: BEGIN AT THE SOUTHWEST CORNER OF LOT 2 OF SAID RESURVEY; THENCE IN AN EASTERLY DIRECTION ALONG THE SOUTH BOUNDARY OF SAID LOT 2, WHICH IS ALSO A BOUNDARY OF SAID LOT 1 FOR 192.50 FEET; SAID POINT BEING FIVE (5) FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 2; THENCE TURN AN ANGLE OF 90 DEGREES 03' 37" TO THE RIGHT IN A SOUTHERLY DIRECTION 6.50 FEET; THENCE TURN AN ANGLE OF 88 DEGREES 56' 23" TO THE RIGHT IN A WESTERLY DIRECTION ALONG A LINE THAT IS PARALLEL TO THE SOUTH BOUNDARY OF LOT 2 FOR 194.50 FEET TO INTERSECTION WITH A STRAIGHT LINE PROJECTION WITH THE



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WEST BOUNDARY OF SAID LOT 2; THENCE TURN AN ANGLE OF 105 DEGREES 33' 40" TO THE RIGHT IN A NORTHEASTERLY DIRECTION ALONG SAID PROJECTED LINE 6.75 FEET TO THE POINT OF BEGINNING.

DEED 4: (INSTRUMENT NUMBER : 20120201000038140) THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA, TO-WIT; LOT 1B OF RESURVEY OF LOTS 1 AND 2 OF THE REYNOLDS JONES RESURVEY ACCORDING TO MAP OR PLAT AS RECORDED IN MAP BOOK 42, PAGE 115, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

B. Lender, **Homestar Financial Corporation, ISAOA, ATIMA**, will be making a loan secured by a mortgage, in the maximum principal amount not to exceed \$178,000.00 (One Hundred and Seventy-Eight Thousand Dollars and no Cents), to Reynolds M. Jones, Sr. and Katherine M. Jones, husband and wife as Borrower and ("New Mortgage"), which will be a is a lien on the Property.

C. As part of the consideration for Lender's agreement to make the loan secured by the New Mortgage, and to induce Lender to make that loan, Mortgagee has agreed to subordinate the lien of the Existing Mortgage to the lien of the New Mortgage, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, Mortgagee and Lender agree as follows:

1. Mortgagee hereby subordinates the lien of the Existing Mortgage to the lien of the New Mortgage; however, this subordination shall not otherwise affect the validity or priority of the Existing Mortgage.

2. This Subordination Agreement is made on the understanding that Mortgagee shall not be responsible for any of the obligations of Borrower contained in or secured by the New Mortgage.

3. This Subordination Agreement shall be binding upon and inure to the benefit of Lender and Mortgagee and their respective successors and assigns.

SIGNED as of the date first written above.

First Financial Bank

By: Robert Nelson

Its: Asst. V. P.
MORTGAGEE

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STATE OF Alabama
COUNTY OF ~~Shelby~~ Jefferson

The foregoing instrument was acknowledged before me this
17 Feb 2012 by Robert Nelson, the
Asst. V.P. of **First Financial Bank**, for and on its behalf.

Peggy Milam Johnston
Notary Public

