



20120514000170420 1/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
05/14/2012 02:38:17 PM FILED/CERT

**SUBORDINATION AGREEMENT  
(Real Property)**

STATE OF ALABAMA  
SHELBY COUNTY

THIS SUBORDINATION AGREEMENT executed this 17th  
day of April, 2012, by the undersigned, First Commercial Bank a  
div of Synovus Bank as successor in interest by merger with First Commercial Bank ("Holder");

**WITNESSETH THAT:**

WHEREAS, Holder is the holder and owner of a security deed or mortgage from  
Stephen C Schneider and Cathy T Schneider a married couple  
("Borrower") dated February 11, 2003, and recorded in instrument no.  
20030325000177610 Book n/a, Page n/a, in the Office of the  
Clerk of Judge of Probate of Shelby County, Alabama  
("Existing Security Instrument") conveying the real property more particularly described on  
Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and  
modification to increase loan amount to 100,000.00 amendment and modification recorded  
in instrument no. 20080701000267910, Shelby County, Alabama; and

WHEREAS, Borrower has this date borrowed from Trustmark National Bank  
("Lender") the sum of \$ 147,500.00 and no more,  
secured by a security deed or mortgage conveying said Property, dated of even date  
herewith ("Superior Security Instrument"); and

WHEREAS, Holder has agreed that the lien of the Superior Security Instrument  
shall be prior and superior to the lien of the Existing Security Instrument; and

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) 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 hereby subordinates the  
lien of the Existing Security Instrument to the lien of the Superior Security Instrument, so  
that the Superior Security Instrument shall be deemed to convey title to Lender to said  
Property superior to the Existing Security Instrument and superior to the indebtedness  
secured by said Existing Security Instrument. Holder specifically acknowledges and agrees  
that the priority of the security interests of Holder and Lender in the Property shall be  
governed by this Subordination Agreement and not by the order in which the Existing  
Security Instrument and the Superior Security Instrument are or were filed or recorded.  
Nothing contained herein or otherwise shall preclude Holder from demanding strict  
compliance by Borrower with the terms and conditions of the Existing Security Instrument,  
and the instrument(s) evidencing the debt secured thereby, or enforcing its rights  
thereunder, subject to the terms of this Subordination Agreement. Without the prior written  
consent of Lender, Holder shall not exercise any collection rights with respect to the  
Property, will not foreclose under the Existing Security Instrument or exercise any power of  
sale thereunder or to take any other collection action with respect to the Property and  
Holder's security interest therein.

Lender's rights under the Superior Security Instrument may be exercised by Lender  
without notice to or consent by Holder. Lender may take such action regarding the  
Borrower, the indebtedness of Borrower to Lender, including, without limitation,  
extensions, renewals or restructurings of any indebtedness of Borrower to Lender (or the  
making of additional loans or advances to Borrower), all without notice to or consent of  
Holder, and without affecting the superiority of Lender's lien on the Property evidenced by  
this Subordination Agreement.

The subordination of the Existing Security Instrument provided for herein: ☒ shall be limited in application to the specific indebtedness of Borrower to Lender described hereinabove and any and all extensions, renewals and refinancings of same, or ☐ shall apply to the specific indebtedness of Borrower to Lender described hereinabove and any and all extensions, renewals and refinancings of same and, in addition, to all other indebtedness of any nature whatsoever of Borrower to Lender whether heretofore or hereafter incurred.

Holder warrants and represents to Lender that Holder shall not transfer or assign the Existing Security Instrument or any interest therein unless either (i) Holder has obtained the express prior written consent of Lender, or (ii) such transfer or assignment is specifically made subject to the terms and provisions of this Subordination Agreement and such is acknowledged in writing by the transferee and assignee in recordable form and Holder causes such acknowledgment to be recorded in the real estate records in the Office in the county in which the Property is located.

This Subordination Agreement shall be binding upon Holder and the heirs, personal representatives, successors and assigns of Holder and shall inure to the benefit of Lender, its successors, assigns, purchasers at foreclosure sale and purchasers pursuant to any power of sale contained in the Superior Security Instrument.

Holder agrees to execute and deliver to Lender any further documents or instrument as specified by Lender to confirm or acknowledge the subordination of the Existing Security Instrument to the Superior Security Instrument evidenced hereby.

This Subordination Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

IN WITNESS WHEREOF, Holder has duly executed this Subordination Agreement, under seal, after due authorization, the day and year first above written.

First Commercial Bank a division of  
Synovus Bank as successor in interest  
by merger with First Commercial Bank  
HOLDER:

Signed, sealed and delivered  
in the presence of:

Karen Wagner  
Unofficial Witness

Diana Welsch  
Notary Public

2-21-2016  
My commission expires:

[Notary Seal]

**. Diana Welsch**  
**Notary Public**  
**Harris County, Georgia**

By: Jean Walburg  
Jean Walburg  
Title: Sr. Manager

HOLDER'S ADDRESS:

1148 Broadway

Columbus, Ga 31901



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## EXHIBIT "A"

### LEGAL DESCRIPTION

HAVING A TAX IDENTIFICATION NUMBER OF 15-5-22-0-000-004-024A  
PARCEL OF LAND LOCATED IN THE CITY OF CHELSEA, COUNTY OF SHELBY,  
STATE OF ALABAMA, AND KNOWN AS: BEING LOT NUMBER LOT: 11-A IN TWELVE  
OAKS AND MAP RESUB AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN  
16-142 OF SHELBY COUNTY RECORDS.

15-5-22-0-000-004-024

254 TWELVE OAKS CIR; CHELSEA, AL 35043-9705

  
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