


56687312-1391042
Prepared by: Barbara A. Laing
~~AFTER RECORDING, RETURN TO:~~
HSBC
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2929 Walden Ave.
Depew, NY 14043


20120815000302060 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
08/15/2012 01:45:30 PM FILED/CERT

CROSS REFERENCES:

Security Instrument at
Deed Book _____, Page _____
JP Morgan Chase Bank, N.A.
Security Instrument at
Deed Book _____, Page _____

When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117
77894660-02

SUBORDINATION AGREEMENT

Rec 2nd

WHEREAS the undersigned **Beneficial Financial I Inc., successor by merger to Beneficial Alabama, Inc** (the "Original Lender") is the holder of a certain **Mortgage / Deed of Trust** (the "Security Instrument") executed by **Frederick M. Gear Jr. and Lisa A. Gear,*** dated **August 6, 2007**, to secure a note to Original Lender in the amount of **\$88,817.01**, said instrument encumbering certain property located at **4487 Village Green Dr. Birmingham, AL 35242 Shelby County, AL** ("the Property"), and being more particularly described on "Exhibit A" attached hereto; and * **Husband and wife**

WHEREAS the Original Lender Security Instrument was recorded in the official records of **Shelby County, AL**, on **August 20, 2007**, Instrument No. **20070820000390390**,; and

WHEREAS the Property is also encumbered by that certain Security Instrument held by **JP Morgan Chase Bank, N.A.** and its successors and assigns (the "**JP Morgan Chase Bank, N.A. Security Instrument**"), executed by **Frederick M. Gear Jr. and Lisa A. Gear**, dated August 2, 2012, to secure a note to **JP Morgan Chase Bank, N.A.** in the amount not to exceed **\$137,207.00**, said instrument also encumbering the Property; and

WHEREAS the **JP Morgan Chase Bank, N.A. Security Instrument** was recorded in the official records of **Shelby County, AL**, on _____ [date], in Deed Book _____, Page _____; and

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WHEREAS Original Lender and **JP Morgan Chase Bank, N.A.** desire to establish **JP Morgan Chase Bank, N.A.**'s position as first priority lienholder on the Property, with full security interest, and the undersigned agrees that the Original Lender Security Instrument is, shall be, and is hereby made, subject and subordinate to the **JP Morgan Chase Bank, N.A. Security Instrument**, but, shall not be subordinate to any future advances taken under the **JP Morgan Chase Bank, N.A. Security Instrument**, except those corporate advances expressly permitted in the **JP Morgan Chase Bank, N.A. Security Instrument**;

THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid to the undersigned, the undersigned hereby subordinates all right, title, and interest of the undersigned under the Original Lender Security Instrument to the right, title, and interest of **JP Morgan Chase Bank, N.A.** under the **JP Morgan Chase**

Bank, N.A Security Instrument, but, shall not be subordinate to any future advances taken under the **JP Morgan Chase Bank, N.A** Security Instrument, except those corporate advances expressly permitted in the **JP Morgan Chase Bank, N.A** Security Instrument. This subordination agreement shall be binding upon the successors and assigns of the undersigned and shall operate to the benefit of the holder of the **JP Morgan Chase Bank, N.A** Security Deed and the successors and assigns thereof and of any purchaser at any foreclosure sale thereunder and shall apply with like force and effect to any renewal thereof.

WITNESS the hand and seal of the undersigned, this 18 day of July, 2012.

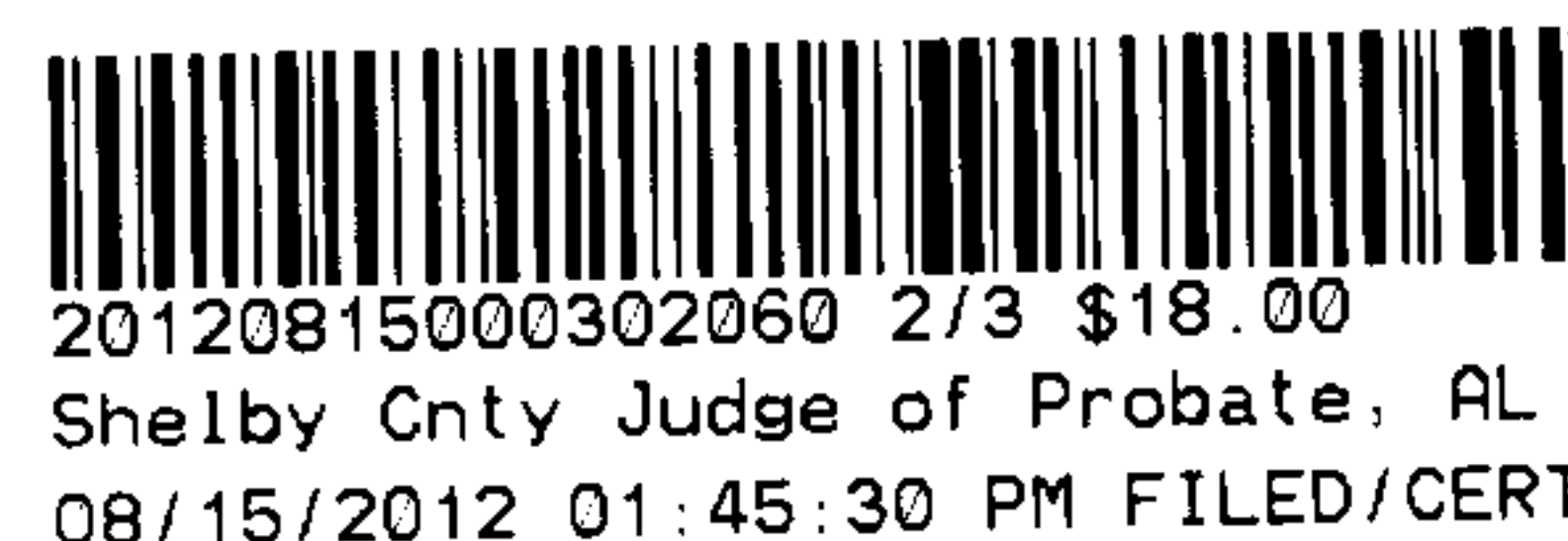
Beneficial Financial I Inc., successor by merger to Beneficial Alabama, Inc

By: James Taylor
Its: Vice President Administrative Services Division

Signed, sealed and delivered
in the presence of

By: JeNean Jones
Its: Assistant Secretary Administrative Services Division

State of Illinois
County of DuPage



I, Barbara A. Laing, a Notary Public in and for the State of Illinois and County of DuPage, do hereby certify that James Taylor and JeNean Jones personally appeared before me this day and acknowledged that they are the Vice President and Assistant Secretary of **Beneficial Financial I Inc., successor by merger to Beneficial Alabama, Inc** a Corporation, and that they as Vice President and Assistant Secretary, being authorized to do so, executed the foregoing on behalf of the Corporation.

Witness my hand and notarial seal, this the 18 day of July, 2012.

Barbara A. Laing
Notary Public- Barbara A. Laing
My commission expires: 10/1/2015
Seal:

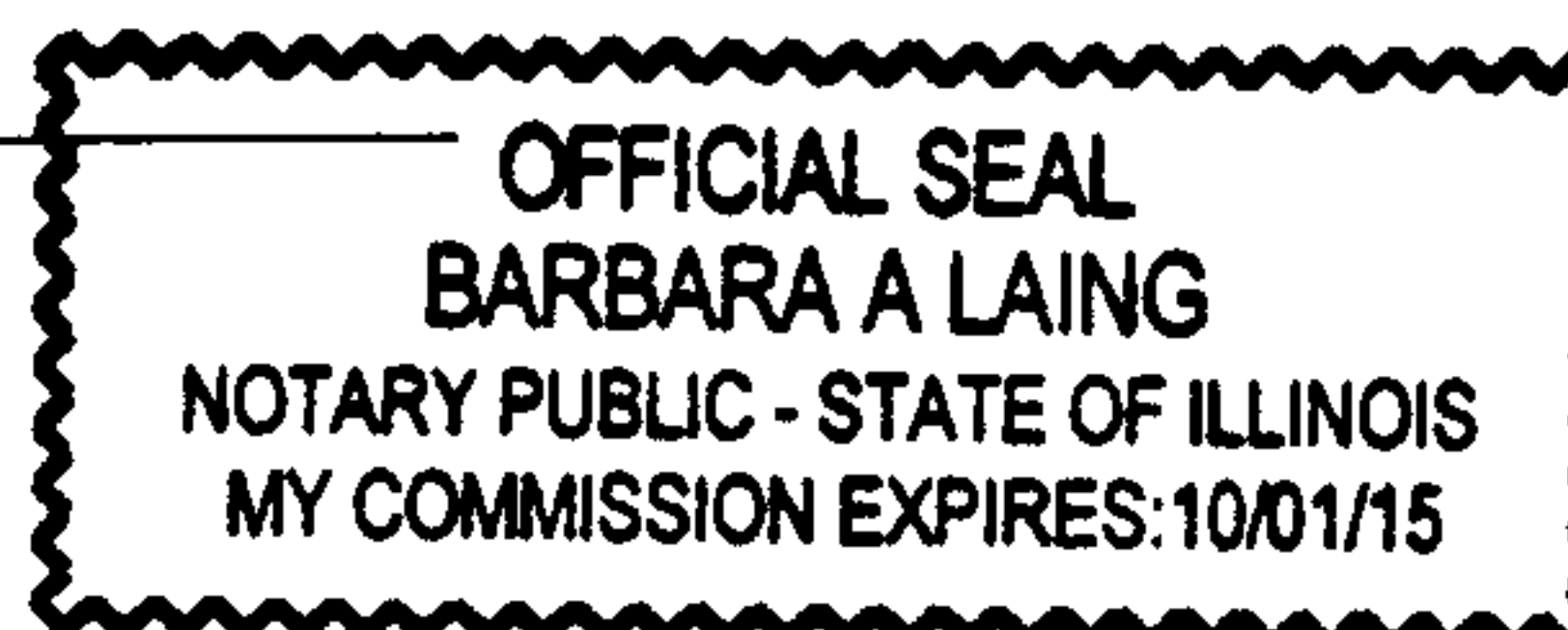


EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 09-3-06-0-001-008.020

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

Lot 26, according to the Survey of old Virginia, as recorded in Map book 7, page 117, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record.

Commonly known as: 4487 VILLAGE GREEN DR , BIRMINGHAM, AL 35242



20120815000302060 3/3 \$18.00
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