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Shelby Cnty Judge of Probate, AL  
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## SUBORDINATION AGREEMENT

Borrowers: SCOTT B. MCKEEN AND ALISON S. MCKEEN.

Property Address: 117 SUMMER CIRCLE, BIRMINGHAM, ALABAMA 35242.

This Subordination Agreement dated 8/22/12, is between COMPASS BANK, (Junior Lender), and FIDELITY BANK D/B/A/ FIDELITY BANK MORTGAGE, (New Senior Lender).

### RECITALS

COMPASS BANK, (Junior Lender), owns and holds a Mortgage and Security Agreement: Open-End With Future Advances in the amount of \$ 30,000.00 as filed March 27, 2008 and recorded in Official Records Instrument #20080307000093690, in the public records of Shelby County, Alabama. The property is described as follows:

LOT 5, BLOCK 2, ACCORDING TO THE SURVEY OF SUMMER PLACE, FIRST SECTOR, AS RECORDED IN MAP BOOK 17, PAGE 57 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Borrowers are current owners of the Property, and wish to replace their current first position mortgage loan on the Property with a new first position mortgage loan secured by the Property from New Senior Lender in the new principal sum of \$ 239,000.00. This will be the New Senior Security Instrument.

#### 1. Subordination of Junior Lender's Interest.

Junior Lender agrees that its security interest and all of Junior Lender's rights thereunder shall at all times be inferior and subordinate to the Senior Lender's new security instrument and Senior Lender's rights in the Property, including any extensions, renewals, or modifications up to a maximum amount of \$ 30,000.00, plus interest. Junior Lender consents without possibility of revocation, and accepts all provisions, terms and conditions of the New Senior Lender's Security Instrument.

#### 2. No Subordination to Additional Matters

Junior Lender is subordinating its lien/security interest to the Senior Lender's security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien-security interest.

#### 3. No Waiver of Notice

Upon the execution of the subordination of Junior Lender's security instrument to the new Senior Lender, the Junior Lender waives no rights it may have, if any, under the laws of the State in which the Property is located, or any Federal rights to which the Junior Lender may be entitled.

#### 4. Assignment

This agreement shall be binding upon and inure to the benefit of the Junior Lender and Senior Lender, and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

#### 5. Governing (Applicable) Law

This agreement shall be governed by the laws of the State in which the Property is located.

#### 6. Reliance

This Agreement can be relied upon by all persons having an interest in the Property or the New Security Instrument.

#### 7. Notice

Any notice or other communication to be provided under this agreement shall be in writing and sent to the parties at the address described in this Agreement, or such other address as the parties may designate in writing from time to time.

#### 8. Entire Agreement (Integration)

This Agreement and any related documents represent the complete and integrated understanding between Junior Lender and New Senior Lender pertaining to the terms and conditions of this Agreement. Any waiver, modification, or novation of this agreement must be in writing, executed by New Senior Lender, (or its successors or assigns), or Junior Lender, (its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

#### 9. Waiver of Jury Trial

Junior Lender and the New Senior Lender hereby waive any right to trial by Jury in any action arising out of, or based upon this Agreement.

#### 10. Acceptance

New Senior Lender and Junior Lender acknowledge that they have read, understand, and agree to the terms

and conditions of this Agreement. This Agreement must be recorded within 90 days of the date of the

Agreement, or the Agreement will be null and void.

Junior Lender: Christie Johnson

Title: AVP of Compass Bank

New Senior Lender: [Signature]

Title: Senior Operations Mgr of Fidelity Bank d/b/a/ Fidelity Bank Mortgage

State of Alabama

County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Christie Johnson, whose name as AVP of Compass Bank, a AVP is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

20 12 Given under my hand and official seal this 26th day of July

(Seal)

[Signature]  
Notary Public

My commission expires: \_\_\_\_\_

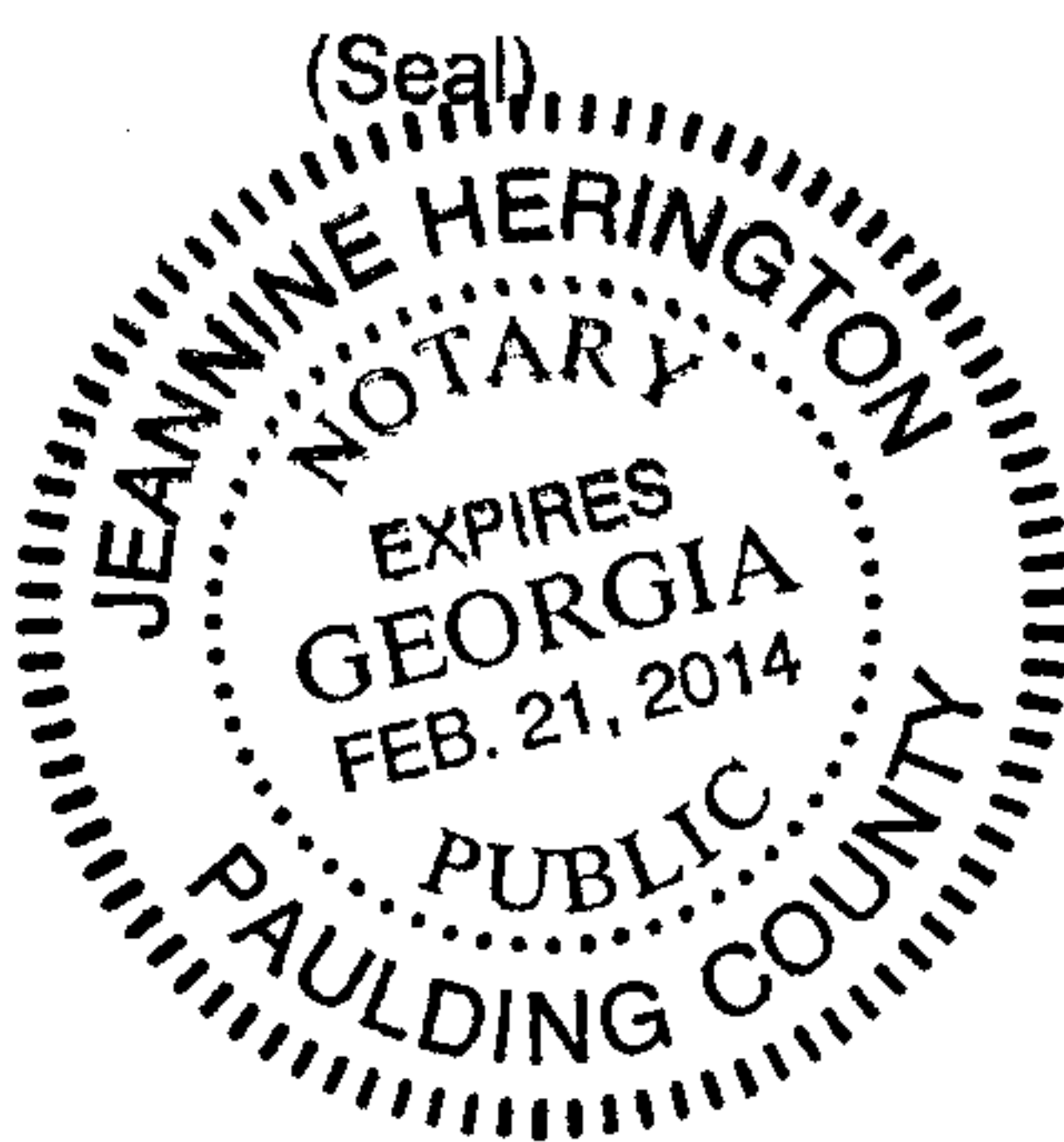
Nkechi Logan  
MY COMMISSION EXPIRES  
APRIL 29, 2015



State of Georgia  
County of Paulding

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mike Vincent, whose name as Senior Operations Manager of Fidelity Bank d/b/a/ Fidelity Bank Mortgage, a Georgia Chartered Bank is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 31<sup>st</sup> day of August, 2012.



Jeannine Herington  
Notary Public  
My commission expires: 02-21-2014

Prepared by: Charles D. Stewart, Jr.  
4898 Valleydale Rd, Suite A-2  
Birmingham, AL 35342



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