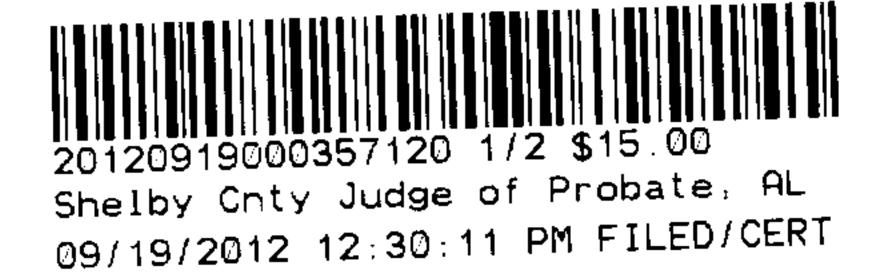
AFTER RECORDING
PLEASE RETURN TO:
TASHA CANADY
401 WEST VALLEY AVE
BIRMINGHAM, AL 35209



#### **SUBORDINATION AGREEMENT**

Borrower: Michael F. Ott and Josie C. Ott		
Property Address: 1009 Ashfield Circle Birmingham, AL 35242		
This Subordination Agreement dated $\frac{8/3/12}{}$ , is between COMPASS BANK, (Junior Lender),		
And Compass Bank , (New Senior Lender).		
RECITALS		
COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$80,000.00, with accompanying mortgage/deed of trust/security deed		
Dated October 24, 2007, and recorded in book, page, as		
instrument Number 20071108000515900on November 8, 2007(date), inShelby(County),Alabama(State).		
The \$80,000.00 principle amount of the line of credit secured by the original Deed of Trust was changed to \$74,000.00 on June 15, 2009.		
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 \$ <u>148,500.00</u>		
Dated: $8-10-12$ . 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 there under 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 \$		
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		

# 5. Governing (Applicable) Law

representatives, legatees, and devisees.

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: <u>June Williams</u>		
Title: of Compass Bank  New Senior Lender: Sunda C Skypu  Title:		
County of <u>Jefferson</u>		
that, as, as, as, as, whose name(s) is/are signed to the foregoing instrumbefore me on this day that, being informed of the contexecuted the same voluntarily on the day the same be Given under my hand and official seal this  (Seal)	Vice President of Compass Bank, ent, and who is known to me, acknowledged tents of the instrument, they/he/she	
	Nkechi Logan \ MY COMMISSION EXPIRES  MY COMMISSION EXPIRES  APRIL 29, 2015	

