

78104589 Rec  
When Recorded Return To: 2nd  
Indecomm Global Services  
2925 Country Drive  
St. Paul, MN 55117

20121030000417360 1/4 \$22.00  
Shelby Cnty Judge of Probate, AL  
10/30/2012 02:05:07 PM FILED/CERT

File No. 56811047

This document prepared by: FRANK P. DEC, ESQ. 8940 MAIN STREET CLARENCE, NY 14031 716-634-3405

Tax ID No.: 09 3 08 0 005 046.000

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SUBORDINATION AGREEMENT

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56811047-1526356

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Borrower: ALLEN MERCER AND CHRISTINE MERCER  
Property Address: 6094 EAGLE POINT CIRCLE, BIRMINGHAM, AL 35242

This Subordination Agreement dated 10/17/2012, is between COMPASS BANK, (Junior Lender),

And JPMORGAN CHASE BANK, N.A., (New Senior Lender).

RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$30,000.00, Dated 06/28/2012, and recorded in INSTRUMENT NUMBER 20120710000245660 on 07/10/2012, in SHELBY, 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 \$265,745.00 Dated: 10/17/2012. 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 \$265,745.00, 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.

  
20121030000417360 2/4 \$22.00  
Shelby Cnty Judge of Probate, AL  
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**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.

20121030000417360 3/4 \$22.00  
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Agreed to on this date: 9/5/12

Junior Lender:

Christie Johnson

Title: AVP of Compass Bank

New Senior Lender:

Title: \_\_\_\_\_ of JPMorgan Chase Bank, N.A.

STATE OF Alabama  
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said county and state, hereby certify that Christie Johnson the authorized representative of Compass Bank A financial ENTITY, whose name(s) is/are signed to the foregoing conveyance, who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 6th day of September 2012

Nkechi Logan  
NOTARY PUBLIC

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

Nkechi Logan  
MY COMMISSION EXPIRES  
APRIL 29, 2015

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public in and for said county and state, hereby certify that \_\_\_\_\_ the authorized representative of \_\_\_\_\_ A \_\_\_\_\_ ENTITY, whose name(s) is/are signed to the foregoing conveyance, who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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



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## EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 09 3 08 0 005 046.000

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

LOT 746, ACCORDING TO THE SURVEY OF EAGLE POINT 7TH SECTOR, AS RECORDED IN MAP BOOK 20, PAGE 18, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Commonly known as: 6094 EAGLE POINT CIRCLE, BIRMINGHAM, AL 35242



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