

AFTER RECORDING  
PLEASE RETURN TO:  
Performance Title  
125 Court Street  
Bay St. Louis, MS 39520

SOURCE OF TITLE	
Deed: 20050620000303540	
BOOK: _____	PAGE: _____

### SUBORDINATION AGREEMENT



20121205000465140 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
12/05/2012 12:22:08 PM FILED/CERT

Borrower: Daniel J. Hurley and Rebecca A. Hurley

Property Address: 1036 Newbury Lane, Birmingham, AL 35242-2441

This Subordination Agreement dated \_\_\_\_\_, is between COMPASS BANK, (Junior Lender),

And Roundpoint Mortgage Company, (New Senior Lender).

### RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$ 70,000.00, Dated July 10, 2009 and recorded in instrument number 2009072800028870 on July 28, 2009 in 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 \$ 275,600.00 Dated: 11/26/2012. 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 \$ 275,600.00, 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 Graves

Title: AVP of Compass Bank

New Senior Lender: Roundpoint Mortgage Company

Title: \_\_\_\_\_

State of Alabama

County of Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Christie Graves as Assistant Vice President of Compass Bank, whose name(s) is/are 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of October, 2012.

(Seal)

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, in said State, hereby certify that \_\_\_\_\_, as \_\_\_\_\_ (title) of \_\_\_\_\_ (institution) whose name(s) is/are 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public

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



**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**

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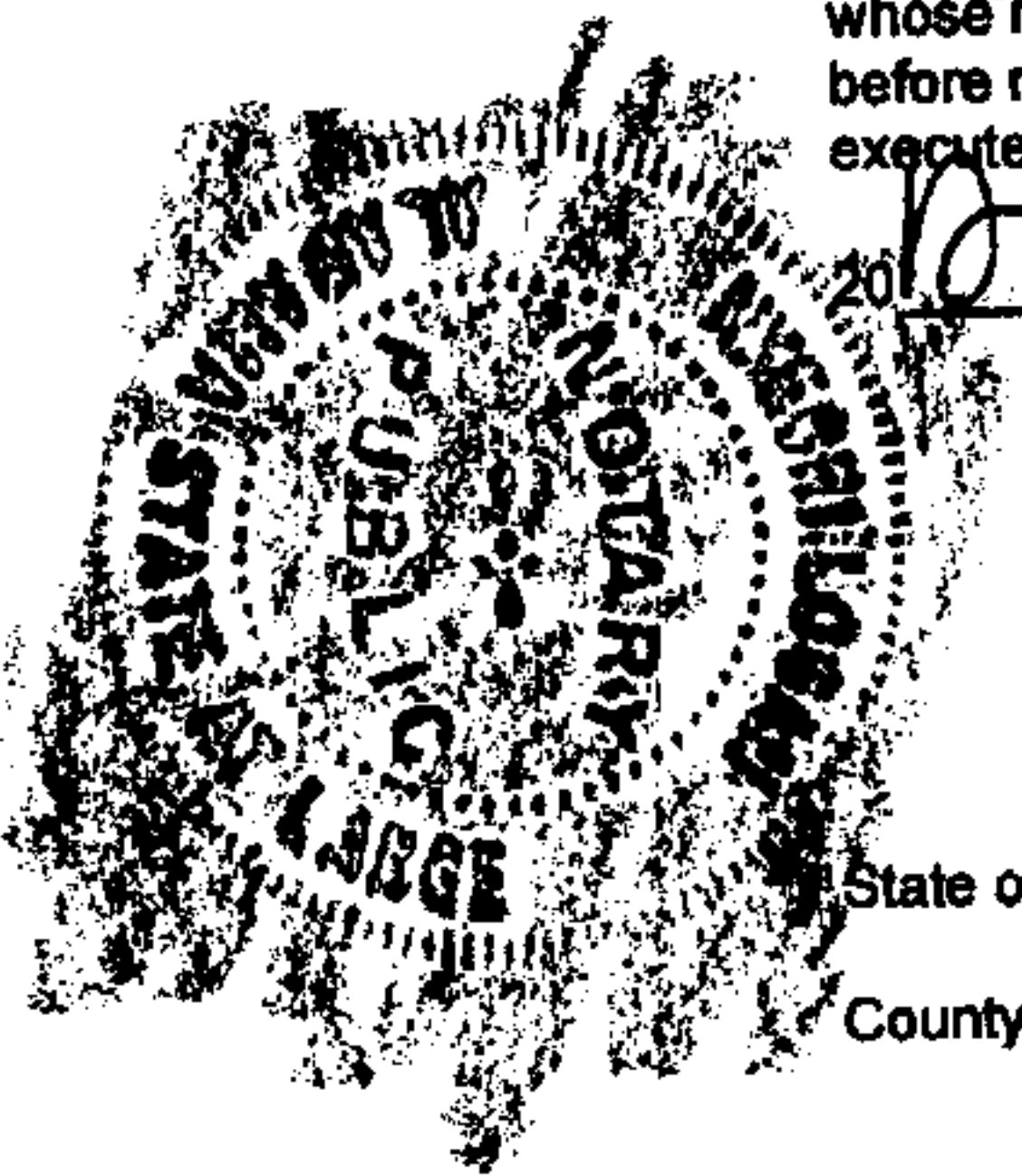
Junior Lender: Compass Bank  
Title: AJP of Compass Bank

New Senior Lender: Roundpoint Mortgage Company  
Title: VP - Operations

State of Alabama  
County of Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Christie Graves as Assistant Vice President of Compass Bank, whose name(s) is/are 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of October, 2012.



(Seal)

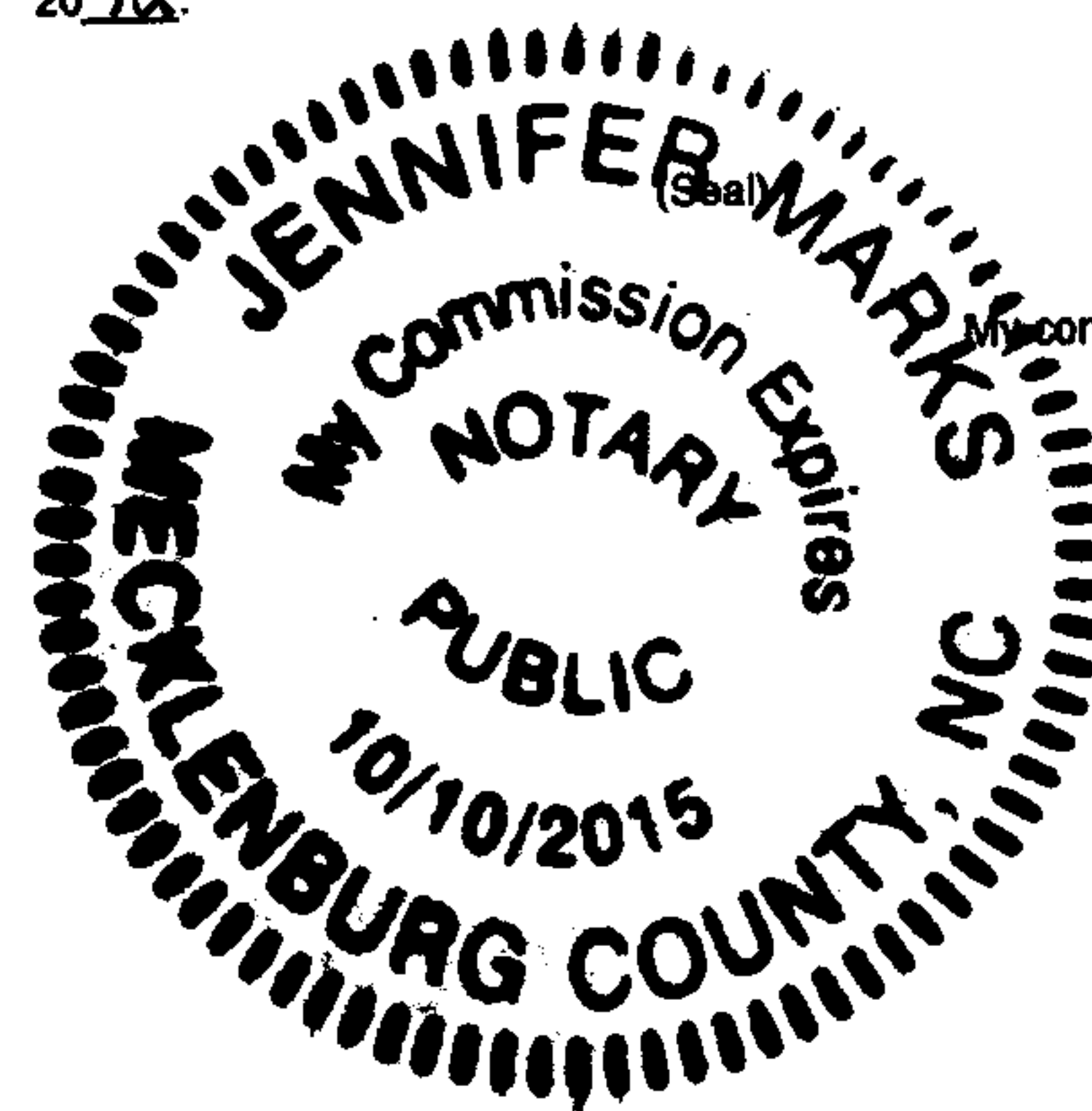
Nkechi Logan  
Notary Public

My commission expires  
**MY COMMISSION EXPIRES  
APRIL 29, 2015**

State of NC  
County of Mecklenburg

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mikeline Donovan as VP (title) of operations at Roundpoint Mortgage (institution) whose name(s) is/are 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of Nov, 2012.



Jennifer Marks  
Notary Public

My commission expires: Oct 10, 2015

20121205000465140 4/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
12/05/2012 12:22:08 PM FILED/CERT

**Exhibit A**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF Alabama, AND IS DESCRIBED AS FOLLOWS:

LOT 1035, ACCORDING TO THE MAP OF HIGHLAND LAKES, 10TH SECTOR, PHASE II, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 32, PAGE 133, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED. TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREA ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, RECORDED AS INSTRUMENT #1994-07111 AND AMENDED IN INST. #1996-17543 AND FURTHER AMENDED IN INST. # 1999-31095 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 10TH SECTOR, PHASE II, RECORDED AS INSTRUMENT NO. 20040430000226530 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS, THE "DECLARATION").

Parcel ID: 09-2-04-0-003-226.000

Commonly known as 1036 Newbury Lane, Birmingham, AL 35242-2441  
However, by showing this address no additional coverage is provided