

After recording return to:
Synovus Bank
Attn: Subordinations
33 W. 11th St. 2nd Floor
Columbus, Ga. 31901
Instrument prepared by:
Karen Waggoner
33 W. 11th St. 2nd Floor
Columbus, Ga. 31901

Source of Title: deed recorded 7/26/05
Inst# 20050726000375200

**SUBORDINATION AGREEMENT
(Real Property)**

STATE OF ALABAMA
COUNTY OF

THIS SUBORDINATION AGREEMENT executed this 29th
day of November, 2012, by the undersigned, First Commercial div
Synovus Bank as successor in interest by merger with First Commercial Bank ("Holder");

WITNESSETH THAT:

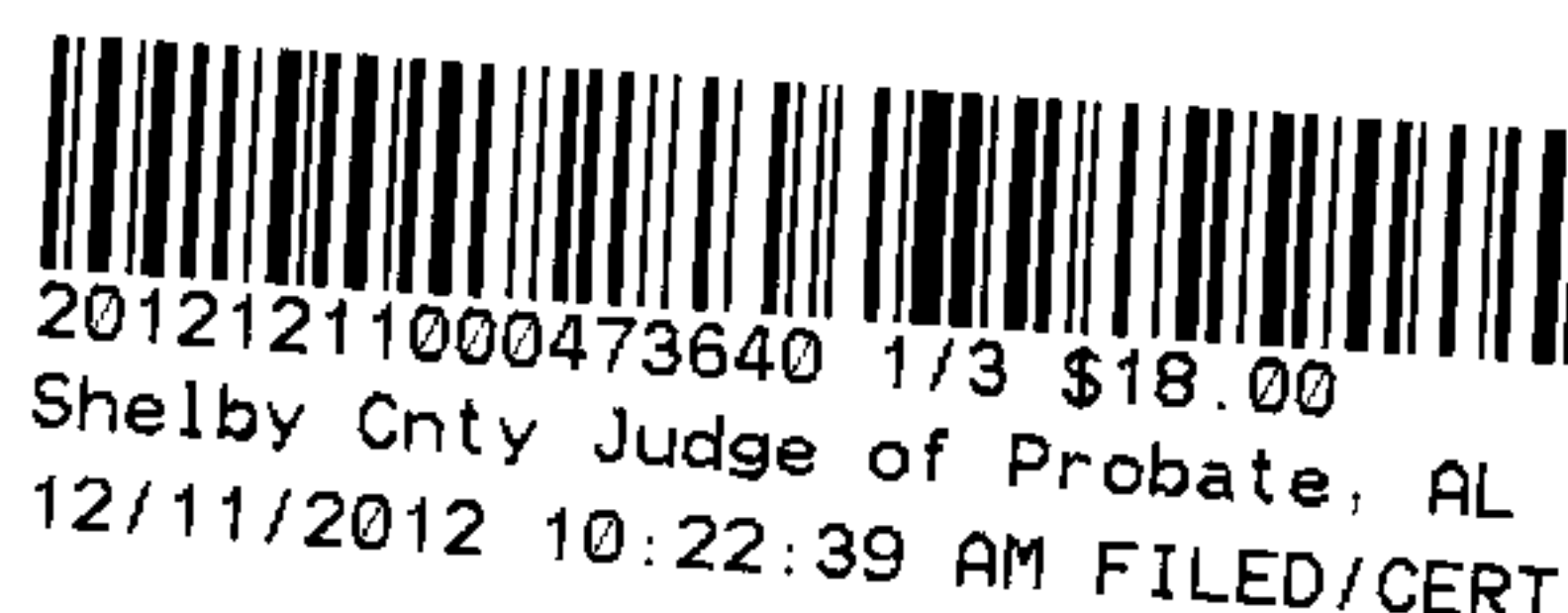
WHEREAS, Holder is the holder and owner of a security deed or mortgage from
Timothy Scherer, a married man and Tracy Scherer, his wife
("Borrower") dated July 28, 2008, and recorded in mortgage
instrument number Book 20080818000331180, Page n/a, in the Office of the
Clerk of Judge of Probate of Shelby County, Alabama
("Existing Security Instrument") conveying the real property more particularly described on
Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, Borrower has this date borrowed from Merchants and Farmers Bank
("Lender") the sum of \$ 326,000.00 and no more,
secured by a security deed or mortgage conveying said Property, dated of even date
herewith ("Superior Security Instrument"); and

WHEREAS, Holder has agreed that the lien of the Superior Security Instrument
shall be prior and superior to the lien of the Existing Security Instrument; and

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) in hand paid
by the Borrower to Holder, and other good and valuable consideration, the receipt and
sufficiency of which are hereby acknowledged by Holder, Holder hereby subordinates the
lien of the Existing Security Instrument to the lien of the Superior Security Instrument, so
that the Superior Security Instrument shall be deemed to convey title to Lender to said
Property superior to the Existing Security Instrument and superior to the indebtedness
secured by said Existing Security Instrument. Holder specifically acknowledges and agrees
that the priority of the security interests of Holder and Lender in the Property shall be
governed by this Subordination Agreement and not by the order in which the Existing
Security Instrument and the Superior Security Instrument are or were filed or recorded.
Nothing contained herein or otherwise shall preclude Holder from demanding strict
compliance by Borrower with the terms and conditions of the Existing Security Instrument,
and the instrument(s) evidencing the debt secured thereby, or enforcing its rights
thereunder, subject to the terms of this Subordination Agreement. Without the prior written
consent of Lender, Holder shall not exercise any collection rights with respect to the
Property, will not foreclose under the Existing Security Instrument or exercise any power of
sale thereunder or to take any other collection action with respect to the Property and
Holder's security interest therein.

Lender's rights under the Superior Security Instrument may be exercised by Lender
without notice to or consent by Holder. Lender may take such action regarding the
Borrower, the indebtedness of Borrower to Lender, including, without limitation,
extensions, renewals or restructurings of any indebtedness of Borrower to Lender (or the
making of additional loans or advances to Borrower), all without notice to or consent of
Holder, and without affecting the superiority of Lender's lien on the Property evidenced by
this Subordination Agreement.



The subordination of the Existing Security Instrument provided for herein: ☒ shall be limited in application to the specific indebtedness of Borrower to Lender described hereinabove and any and all extensions, renewals and refinancings of same, or ☐ shall apply to the specific indebtedness of Borrower to Lender described hereinabove and any and all extensions, renewals and refinancings of same and, in addition, to all other indebtedness of any nature whatsoever of Borrower to Lender whether heretofore or hereafter incurred.

Holder warrants and represents to Lender that Holder shall not transfer or assign the Existing Security Instrument or any interest therein unless either (i) Holder has obtained the express prior written consent of Lender, or (ii) such transfer or assignment is specifically made subject to the terms and provisions of this Subordination Agreement and such is acknowledged in writing by the transferee and assignee in recordable form and Holder causes such acknowledgment to be recorded in the real estate records in the Office in the county in which the Property is located.

This Subordination Agreement shall be binding upon Holder and the heirs, personal representatives, successors and assigns of Holder and shall inure to the benefit of Lender, its successors, assigns, purchasers at foreclosure sale and purchasers pursuant to any power of sale contained in the Superior Security Instrument.

Holder agrees to execute and deliver to Lender any further documents or instrument as specified by Lender to confirm or acknowledge the subordination of the Existing Security Instrument to the Superior Security Instrument evidenced hereby.

This Subordination Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

IN WITNESS WHEREOF, Holder has duly executed this Subordination Agreement, under seal, after due authorization, the day and year first above written.

First Commercial div Synovus Bank as
HOLDER Successor in interest by merger with
First Commercial Bank

By: Heather Horn
Heather Horn
Title: Retail Lending Center Lending Officer

HOLDER'S ADDRESS:

Synovus Bank
33 W 11th St 2nd Floor
Columbus, Ga 31901

20121211000473640 2/3 \$18.00
Shelby Cnty Judge of Probate, AL
12/11/2012 10:22:39 AM FILED/CERT

ACKNOWLEDGMENT
STATE OF GEORGIA
COUNTY OF MUSCOGEE

I, the undersigned authority, a Notary Public in and for said county in said State hereby certify that HEATHER HORN whose name as manager of said 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 said instrument, the officer, with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and official seal and acknowledged and signed by said witness this 29th day of November, 2012.

Witness Elisha Staudinger

Karen Waggoner
Notary Public Karen Waggoner
My Commission expires 4/30/2016

SEAL

SNV-SARP-AL/GA (1/14/03)

STATE OF GEORGIA
Karen Waggoner
Notary Public
MY COMM EXPIRES
4/30/2016
HARRIS COUNTY

SNV00064
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Exhibit "A"

A PARCEL OF LAND SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, WITH A STREET LOCATION ADDRESS OF 1056 BLUESTONE WAY; BIRMINGHAM, AL 35242 CURRENTLY OWNED BY TRACY SCHERER AND TIMOTHY SCHERER HUSBAND AND WIFE HAVING A TAX IDENTIFICATION NUMBER OF 09 2 09 0 005 057 000 AND FURTHER DESCRIBED AS F SHELBY AND STATE OF ALABAMA: LOT 125B ACCORDING TO THE MAP OF HIGHLAND LAKES 12TH SECTOR PHASE III AN EDDLEMAN COMMUNITY AS RECORDED IN MAP BOOK 33 PAGE 46 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.
09 2 09 0 005 057 000
1056 BLUESTONE WAY ; BIRMINGHAM, AL 35242

