

Return to and:

Recording Requested By:

LSI

700 Cherrington Parkway

Coraopolis, PA, 15108

Prepared by:

Curphy & Badger Law

c/o Angelina Whittington, Esq.

3849 Anita Avenue Rd, Valrico, FL 33546

Title Order No. 15072107

MIN#: 100021278925907961

MERS 1(888) 679-6377

20130111000015550 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
01/11/2013 12:04:19 PM FILED/CERT

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made November 28, 2012, by ANNABELLE SMITH and MILICENT JANINE STEWART, Owners of the land hereinafter described and hereinafter referred to as "Owner", and MERS, INC., as nominee for HMSV-USB Lending, LLC D.B.A. MortgageSouth, present owner and holder of the mortgage and note first hereinafter described and hereinafter referred to as "Beneficiary";

THE FOLLOWING DESCRIBED PROPERTY:

LOT 67 ACCORDING TO THE SURVEY OF FINAL PLAT OF TANGLEWOOD BY THE CREEK AS RECORDED IN MAP BOOK 35, PAGE 36, SHELBY COUNTY, ALABAMA RECORDS.

ASSESSOR'S PARCEL NO: 237252003067000


WITNESSETH

THAT WHEREAS, ANNABELLE SMITH and MILICENT JANINE STEWART, did execute a Mortgage, dated 12/14/2006, in the amount of \$20,000.00 covering real property at 109 Tanglewood Drive, Alabaster, AL 35007, County of Shelby, State of Alabama. To secure a note originally in favor of MERS, INC., as nominee for HMSV-USB Lending, LLC D.B.A. MortgageSouth, which the original mortgage was recorded on 12/20/2006, Instrument No. 20061220000618660, Official Records of said county;

WHEREAS, Owner has executed, or is about to execute, a mortgage and note in the sum not to exceed \$145,000.00, dated on or about 12/17, 2012, in favor of U.S. BANK NATIONAL ASSOCIATION, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the mortgage first above mentioned; and

WHEREAS, lender is willing to make said loan provided the mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the mortgage first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of Lender; and


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WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner: and Beneficiary is willing that the mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the mortgage first above mentioned. NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

That said mortgage securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the mortgage above mentioned.

That Lender would not make its loan above described without this subordination agreement.

That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

He consents to and approves (i) all provisions of the note and mortgage in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;

Lender, in making disbursements pursuant to any such agreement, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to who Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage first above mentioned in favor of the lien or charge upon said land of the mortgage in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said mortgage has by this instrument been subordinated to the lien or charge of the mortgage in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND

IT IS RECOMMENDED THAT PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

IN WITNESS WHEREOF, THE PARTY OF THE FIRST PART HAS HEREUNTO SET ITS
HAND AND SEAL ON THE DAY AND YEAR FIRST WRITTEN.

Witnesses:

Sarah Mares
Witness

Sarah Mares
Print Name

Lisa Carstensen
Witness

LISA CARSTENSEN
Print Name

STATE OF Colorado;
COUNTY OF Douglas;

MERS, INC., as nominee for HMSV-USB Lending,
LLC D.B.A. MortgageSouth

By: Dawn B. Johnson

Its: Assistant Secretary

BEFORE ME, the undersigned authority, personally appeared
Dawn B. Johnson its Asst. Secretary for MERS, INC., as nominee for
HMSV-USB Lending, LLC D.B.A. MortgageSouth, appearing on behalf of said corporation, who is known to
me or has shown _____ as identification, who after being by me first duly sworn, deposes
and says that he/she has the full binding authority so execute this Subordination Agreement and he/she
subscribed his/her name thereto in certification thereof.

Kristin M. Gillespie
NOTARY PUBLIC
My Commission Expires 06/15/16

No title search was performed on the subject property by the preparer. The preparer of this deed makes no representation as
to the status of the title nor property use or any zoning regulations concerning described property herein conveyed nor any
matter except the validity of the form of this instrument. Information herein was provided to preparer by Grantors/Grantee
and /or their agents; no boundary survey was made at the time of this conveyance.

Prepared by:

Curphey & Badger Law
c/o Angelina Whittington, Esquire
3849 Lithia Pinecrest Rd.
Valrico, FL 33546
Phone # _____

KRISTIN M. GILLESPIE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 06/15/2016



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Order No.: **15072107**
Loan No.: 2300272609

Exhibit A

The following described property:

Lot 67 according to the Survey of Final Plat of Tanglewood by the Creek as recorded in Map Book 35, Page 36, Shelby County, Alabama Records.

Assessor's Parcel No: 237252003067000