

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:inst#20060628000319340

**SUBORDINATION AGREEMENT
(Real Property)**

STATE OF ALABAMA
COUNTY OF SHELBY

THIS SUBORDINATION AGREEMENT executed this 4th
day of January, 2013, by the undersigned, First Commercial div
Synovus Bank ("Holder");

WITNESSETH THAT:

WHEREAS, Holder is the holder and owner of a security deed or mortgage from
Phillip C Miles, a married man and Kelly Miles, his wife
("Borrower") dated February 11, 2011, and recorded in mortgage
instrument number Book 20110223000062800, 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 NYCB Mortgage Company, LLC /
A.M. Robbins Mortgage, Inc ("Lender") the sum of \$ 252,000.00 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.

20130214000064760 2/3 \$19.00
Shelby Cnty Judge of Probate, AL
02/14/2013 02:33:43 PM FILED/CERT

HOLDER:

First Commercial div Synovus Bank

By: [Signature]
Steven Oxford

Title: Retail Lending Center Lending Officer

HOLDER'S ADDRESS:

Synovus Bank

33 W 11th St 2nd Floor

Columbus, Ga 31901

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 Steven Oxford 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 4th day of January, 2013.

[Signature]
Witness Amy Gunter

[Signature]
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"

Lot 224, according to the Final Plat of Arbor Hill Phase III, as recorded in Map Book 33, Page 142, in tile
Probate Office of Shelby County, Alabama

