



20130215000065450 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
02/15/2013 08:55:19 AM FILED/CERT

WHEN RECORDED, RETURN TO:  
RoundPoint Mortgage Servicing Corporation  
5032 Parkway Plaza Blvd., Suite 200  
Charlotte, NC 28217

### **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 Subordination Agreement is made and entered into as of the 24 day of January, 2013 by and between Cadence Bank, (hereinafter "Subordinating Lienholder") and Michael J. Davis and Rebecca A. Davis, (hereinafter referred to as "Borrower", whether one or more), in favor of Wells Fargo Bank, N. A. ISAOA/ATIMA . (hereinafter "Lender").

### **WITNESSETH**


THAT WHEREAS, Borrower did execute a mortgage, deed of trust or other security instrument (the "Prior Security Instrument") in the amount of **\$272,400.00** dated October 27, 2008, and recorded in Instrument NO.20081029000421060 in the records of Shelby County, Alabama. Covering the following described parcel of real property:

Property Commonly Known as: 101 Burnham St. Birmingham AL 35242

WHEREAS, Borrower has executed or is about to execute an additional mortgage, deed of trust or security instrument (the "Current Security Instrument") securing a note not to exceed the sum of **\$406,200.00** in favor of Wells Fargo Bank N. A. ISAOA/ATIMA payable with interest and upon the terms and conditions described therein, which Current Security Instrument is to be recorded concurrently herewith; and

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

WHEREAS, Lender is willing to make said loan provided the Current Security Instrument securing the same constitute a lien or charge upon the above described property prior and superior to the lien or charge of the Prior Security Instrument and provided that Subordinating Lienholder will specifically and unconditionally subordinate the lien or charge of the Prior Security Instrument to the lien or charge of the Current Security Instrument 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 Borrower; and Subordinating Lienholder has agreed that the Current Security Instrument 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 Prior Security Instrument.

NOW, THEREFORE, in consideration of the premises, and the mutual benefits accruing to the parties hereto, and for other valuable consideration, the receipt and sufficiency of which 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:

- (1) Subordinating Lienholder does hereby unconditionally subordinate the lien of the Prior Security Instrument to the lien of the Current Security Instrument in favor of Lender, and all advances or charges made or accruing thereunder, including any extensions or renewals thereof.
- (2) Lender would not make its loan above described without this agreement.
- (3) This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the Prior Security Instrument to the lien or charge of the Current Security Instrument in favor of Lender above referred to, and shall supersede and preempt any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Prior Security Instrument, which provide for the subordination of the lien or charge thereof to any other security interest, mortgage or mortgages thereafter created.
- (4) Subordinating Lienholder is the current holder or beneficiary of the Prior Security Instrument and has full power and authority to enter into this agreement.
- (5) The undersigned signing on behalf of Subordinating Lienholder has full power and authority to execute this agreement.
- (6) The heirs, administrators, assigns, and successors in interest of the Subordinating Lienholder shall be bound by this agreement.

**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.**



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Cadence Bank

By: RoundPoint Mortgage Servicing Corporation as  
Attorney in Fact pursuant to Limited Power of  
Attorney recorded June 08, 2012 Book 27406 at page 823-827.

By:

David Hughes, Vice President

Witness

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF NORTH CAROLINA )  
)

COUNTY OF MECKLENBURG )

On the 24 day of January, 2013, personally appeared before me  
DAVID HUGHES, Vice President, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

Witness my hand and official seal

My appointment expires:

Notary Public

