

Reli Settlement Solutions, LLC  
2850 Cahaba Road, Suite 140  
Mountain Brook, Alabama 35223

MTB1300017

**THIS INSTRUMENT PREPARED BY:**

S. Kent Stewart  
Stewart & Associates, P.C.  
3595 Grandview Parkway, Suite 645  
Birmingham, Alabama 35243

**AFTER RECORDING SEND TO:**

**SUBORDINATION AGREEMENT**

THIS AGREEMENT is entered into on this 23 day of January 2013 by ALABAMA HOUSING FINANCE AUTHORITY, a public corporation and instrumentality of the State of Alabama (hereinafter referred to as the "Holder") in favor of Hometown Lenders, LLC (hereinafter referred to as the "Lender"), its successors and assigns.

**WITNESSETH:**

**WHEREAS**, Holder did loan to **Charlotte Lewter, an unmarried woman**, (the "Borrower", whether one or more) the sum of Fourteen Thousand Three Hundred Sixty Seven and 48/100 Dollars (\$14,367.48), which loan is evidenced by a note dated May 18, 2011, executed by Borrower in favor of Holder, and is secured by a mortgage dated May 18, 2011 (the "Existing Mortgage") covering the property described therein and recorded in Instrument Number 20110523000152620 in the public records of Shelby County, Alabama.

**WHEREAS**, Borrower has requested Hometown Lenders, LLC to lend it the sum of One Hundred Sixty Nine Thousand One Hundred Fifty One and 00/100 Dollars (\$169,151.00) (the "Loan"), such Loan to be evidenced by a promissory note in such amount executed by Borrower in favor of Lender and secured by a mortgage, deed of trust or other security instrument of even date therewith (the "Hometown Lenders, LLC Mortgage"); and

**WHEREAS**, the Lender has agreed to make the Loan to Borrower if, but only if, the Hometown Lenders, LLC shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Existing Mortgage on the terms set forth below and provided that the Holder will specifically and unconditionally subordinate the lien or charge of the Existing Mortgage to the lien or charge of the Hometown Lenders, LLC on the terms set forth below.

**NOW, THEREFORE**, in consideration of one dollar 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 agrees as follows:

1. The Hometown Lenders, LLC and the note secured by the Hometown Lenders, LLC and the debt evidenced by such note and all renewals and extensions thereof, or any part thereof, and all interest payable on all said debt and on any such renewals and extensions shall be and remain at all times a lien or charge on the property covered by the Hometown Lenders, LLC, prior and superior to the lien or charge to the Holder.
2. Holder acknowledges that it intentionally waives, relinquishes and subordinates the priority and superiority of the lien or charge of the Existing Mortgage in favor of the lien or charge of the Hometown Lenders, LLC, and that it understands that, in reliance upon and in consideration of the 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



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into by the Lender which would not be made or entered into but for such reliance upon this waiver, relinquishment and subordination.

3. This agreement contains the entire agreement between the parties hereto as to the Existing Mortgage and the Loan secured by the Hometown Lenders, LLC, and as to the priority thereof, and there are not agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.

4. This agreement shall be binding upon the Holder, its successors and assigns and shall inure to the benefit of the Lender, its successors and assigns.

5. No waiver shall be deemed to be made by the Holder of any of its rights hereunder or under the Existing Mortgage, unless the same shall be in writing signed on behalf of the Holder, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the Holder, or the obligations of the Borrower to the Holder in any other respect at any other time.

IN WITNESS WHEREOF, the Holder has caused this instrument to be executed by its duly authorized officer on the day and date first set forth below.

Witnesses:

Witness

Print Name

Witness

Print Name

ALABAMA HOUSING FINANCE  
AUTHORITY

By:

MICHAEL J. KING, Single  
Family Administrator

STATE OF ALABAMA

COUNTY OF MONTGOMERY

Michael J. King, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Michael J. King whose name as Single Family Administrator **ALABAMA HOUSING FINANCING AUTHORITY**, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily, for and on behalf of said corporation, on the day the same bears date.

Given under my hand and official seal on the 23<sup>rd</sup> day of January, 2013.

Gloria Johnson  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

My commission expires 3/16/2015.



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