

After Recording Return to:
TITLE SOURCE
Attn: RECORDING TEAM
662 WOODWARD AVENUE
DETROIT, MI 48226

File No. 57245467

This document prepared by:
FRANK P. DEC ESQ.
8940 MAIN STREET
CLARENCE, NY 14031
716-634-3405

When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

Tax ID No.: 20 5 22 0 000 003.001

78440859 Rec 2nd

SUBORDINATION AGREEMENT

57245467-1794563

Borrower: DAVID LEE WALTON AND VERONICA K. WALTON
Property Address: 6205 HIGHWAY 61, WILSONVILLE, AL 35186

This Subordination Agreement dated January 4, 2013, is between COMPASS BANK, (Junior Lender),

And JPMORGAN CHASE BANK, N.A., (New Senior Lender).

RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$35,000.00, Dated 10/23/2004, and recorded in INSTRUMENT NUMBER 20041207000668960 on 12/07/2004, in SHELBY, ALABAMA.

Borrowers are current owners of the Property, and wish to replace their current first position mortgage loan on the Property with a new first position mortgage loan secured by the Property from New Senior Lender in the new principal sum of \$84,158.00 Dated: February 15, 2013. This will be the New Senior Security Instrument.

1. Subordination of Junior Lender's Interest.

Junior Lender agrees that its security interest and all of Junior Lender's rights thereunder shall at all times be inferior and subordinate to the Senior Lender's new security instrument and Senior Lender's rights in the Property, including any extensions, renewals, or modifications up to a maximum amount of \$84,158.00, plus interest. Junior Lender consents without possibility of revocation, and accepts all provisions, terms and conditions of the New Senior Lender's Security Instrument.

2. No Subordination to Additional Matters

Junior Lender is subordinating its lien/security interest to the Senior Lender's security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien-security interest.

3. No Waiver of Notice

Upon the execution of the subordination of Junior Lender's security instrument to the new Senior Lender, the Junior Lender waives no rights it may have, if any, under the laws of the State in which the Property is located, or any Federal rights to which the Junior Lender may be entitled.

4. Assignment

This agreement shall be binding upon and inure to the benefit of the Junior Lender and Senior Lender, and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.



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5. Governing (Applicable) Law

This agreement shall be governed by the laws of the State in which the Property is located.

6. Reliance

This Agreement can be relied upon by all persons having an interest in the Property or the New Security Instrument.

7. Notice

Any notice or other communication to be provided under this agreement shall be in writing and sent to the parties at the address described in this Agreement, or such other address as the parties may designate in writing from time to time.

8. Entire Agreement (Integration)

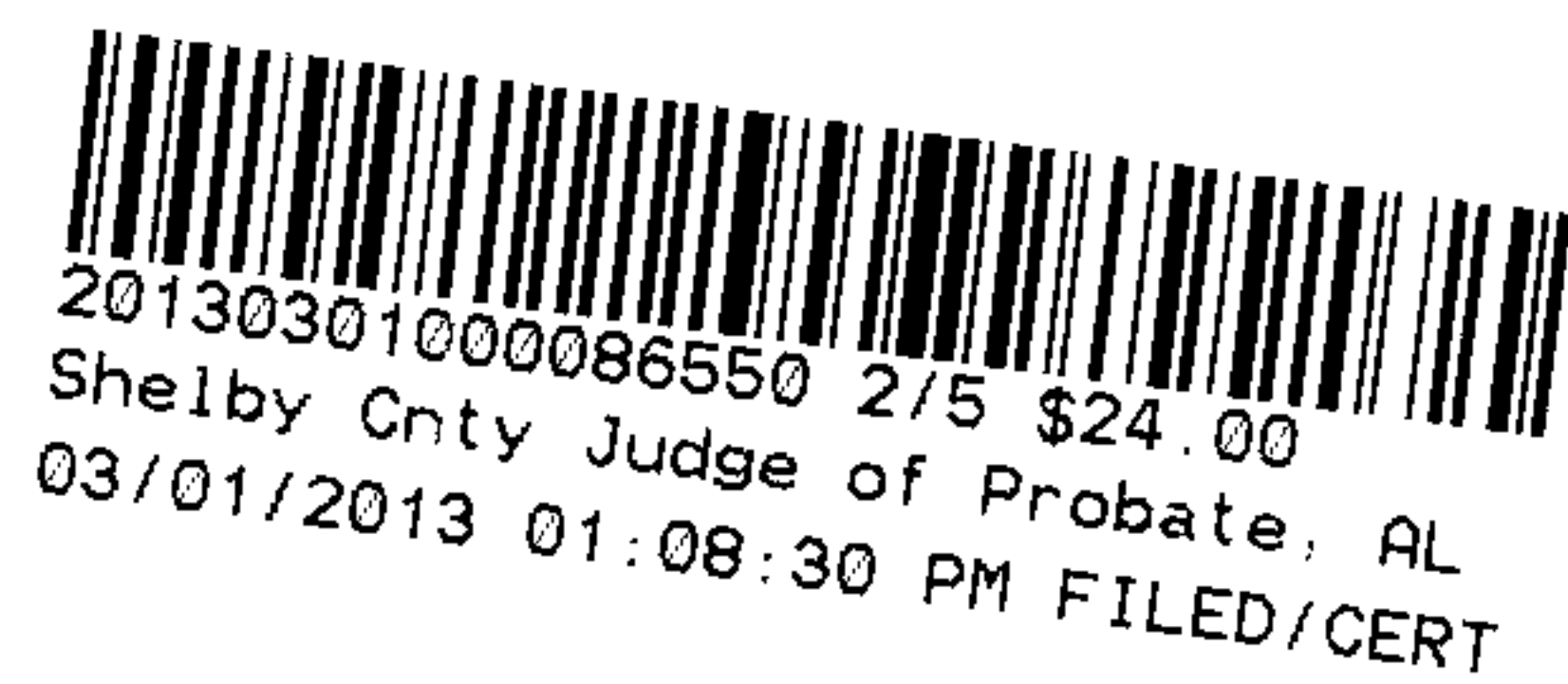
This Agreement and any related documents represent the complete and integrated understanding between Junior Lender and New Senior Lender pertaining to the terms and conditions of this Agreement. Any waiver, modification, or novation of this agreement must be in writing, executed by New Senior Lender, (or its successors or assigns), or Junior Lender, (its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

9. Waiver of Jury Trial

Junior Lender and the New Senior Lender hereby waive any right to trial by Jury in any action arising out of, or based upon this Agreement.

10. Acceptance

New Senior Lender and Junior Lender acknowledge that they have read, understand, and agree to the terms and conditions of this Agreement. This Agreement must be recorded within 90 days of the date of the Agreement, or the Agreement will be null and void.



Agreed to on this date: 1-4-13

Junior Lender:

Christie Graves
Title: VP of Compass Bank

New Senior Lender:

Title: _____ of _____

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said county and state, hereby certify that
CHRISTIE GRAVES the authorized representative of COMPASS BANK A
CORPORATE ENTITY, whose name(s) is/are signed to the foregoing conveyance, who is known to
me, acknowledged before me on this day that being informed of the contents of said conveyance, he/she/they
executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 4 day of JAN., 2013.

Christie Graves
NOTARY PUBLIC
My commission expires: 3/8/2014

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 8, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public in and for said county and state, hereby certify that
_____ the authorized representative of _____ A
_____ ENTITY, whose name(s) is/are signed to the foregoing conveyance, who is known to
me, acknowledged before me on this day that being informed of the contents of said conveyance, he/she/they
executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, _____.

NOTARY PUBLIC
My commission expires: _____



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Agreed to on this date: 1-4-13

Junior Lender:

Christie Graves
Title: NVP of Compass Bank

New Senior Lender:

Laura Reyes
Title: A.V.P. of JPM CHASE

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said county and state, hereby certify that CHRISTIE GRAVES the authorized representative of COMPASS BANK A CORPORATE ENTITY, whose name(s) is/are signed to the foregoing conveyance, who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 4 day of JAN. 2013

Janette L. Medina
NOTARY PUBLIC
My commission expires: 3/8/2014

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 8, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

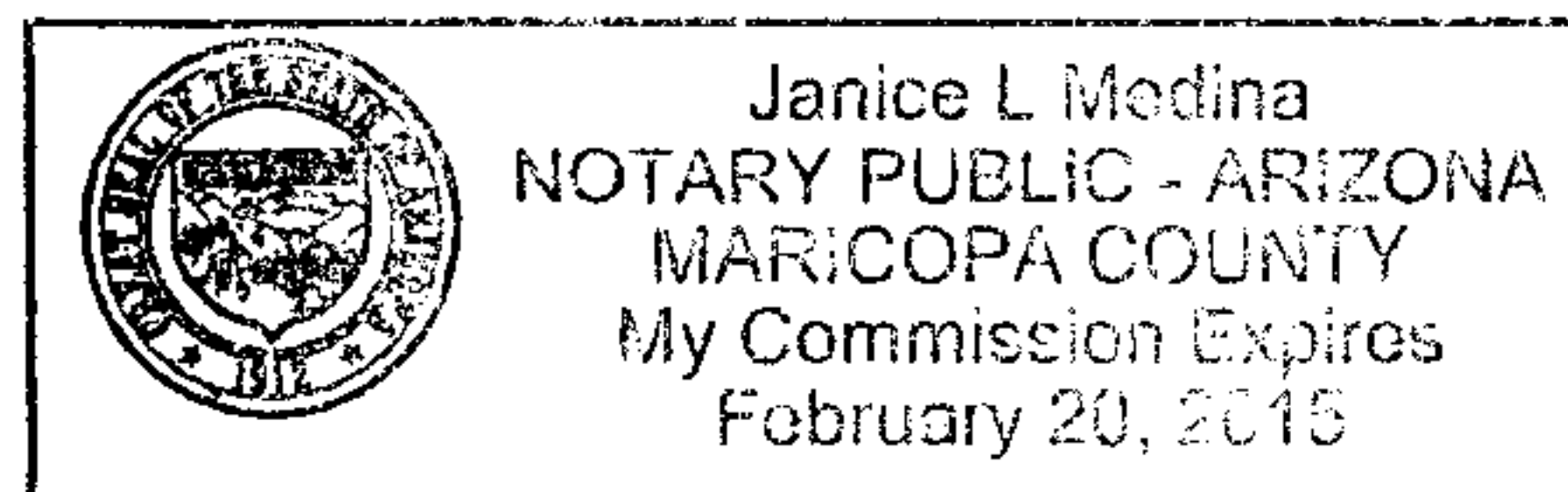


STATE OF Arizona
COUNTY OF Maricopa

I, the undersigned, a Notary Public in and for said county and state, hereby certify that Laura Reyes the authorized representative of Chase A _____ ENTITY, whose name(s) is/are signed to the foregoing conveyance, who is known to me, acknowledged before me on this day that being informed of the contents of said conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 23rd day of January, 2013

Janice L. Medina
NOTARY PUBLIC
My commission expires: 2/20/15



20130301000086550 4/5 \$24.00
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EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 20 5 22 0 000 003.001

Land Situated in the County of Shelby in the State of AL

A PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 22, AND RUN WEST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 1,054.21 FEET; THENCE LEFT 76 DEGREES 17 MINUTES 00 SECOND AND RUN SOUTHERLY 241.22 FEET; THENCE RIGHT 30 DEGREES 27 MINUTES 37 SECONDS AND RUN SOUTHWESTERLY 94.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE LAST COURSE A DISTANCE OF 412.32 FEET; THENCE LEFT 82 DEGREES 32 MINUTES 24 SECONDS AND RUN SOUTHEASTERLY 292.05 FEET TO THE NORTHWEST ROW LINE OF SHELBY COUNTY HIGHWAY NO. 61; THENCE LEFT 90 DEGREES 12 MINUTES 19 SECONDS AND RUN IN A NORTHEASTERLY ALONG SAID HIGHWAY 265.21 FEET; THENCE LEFT 90 DEGREES 01 MINUTE 27 SECONDS LEAVING SAID ROW IN A NORTHWESTERLY DIRECTION 309.06 FEET; THENCE RIGHT 93 DEGREES 56 MINUTES 43 SECONDS AND RUN NORTHEASTERLY 145.34 FEET; THENCE LEFT 93 DEGREES 56 MINUTES 44 SECONDS AND RUN NORTHWESTERLY 45.0 FEET TO THE POINT OF BEGINNING, CONTAINING 1.98 ACRES, MORE OR LESS.

ALSO AN EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SECTION 22, AND RUN WEST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 1,054.21 FEET; THENCE LEFT 76 DEGREES 17 MINUTES 00 SECOND AND RUN SOUTHERLY 241.22 FEET; THENCE RIGHT 30 DEGREES 27 MINUTES 37 SECONDS AND RUN SOUTHWESTERLY 507.23; THENCE LEFT 82 DEGREES 32 MINUTES 24 SECONDS AND RUN SOUTHEASTERLY 292.05 FEET TO THE NORTHWESTERLY ROW OF SHELBY COUNTY HIGHWAY NO. 61; THENCE LEFT 90 DEGREES 12 MINUTES 19 SECONDS AND RUN IN A NORTHEASTERLY ALONG SAID HIGHWAY 288.21 FEET TO THE CENTERLINE OF A 20 FOOT EASEMENT; THENCE LEFT 90 DEGREES 01 MINUTE 27 SECONDS AND RUN NORTHWESTERLY ALONG CENTERLINE OF EASEMENT 45.0 FEET; THENCE LEFT 33 DEGREES 40 MINUTES 58 SECONDS AND RUN WESTERLY ALONG SAID CENTERLINE 43.28 FEET TO THE END OF SAID EASEMENT.

NOTE: The Company is prohibited from insuring the area or quantity of the land. The Company does not represent that any acreage or footage calculations are correct. References to quantity are for identification purposes only.

Commonly known as: 6205 HIGHWAY 61 , WILSONVILLE, AL 35186



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