

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

785941912-2

WHEN RECORDED MAIL TO:

prepared by: Cindy Joiner
Aliant Bank a division of USAMERIBANK
Attn: Amanda Bivins
1100 Corporate Parkway
Birmingham, AL 35242

20130422000163180 1/2 \$17.00
Shelby Cnty Judge of Probate, AL
04/22/2013 01:27:25 PM FILED/CERT

Loan # 61005473

SUBORDINATION AGREEMENT

②

57351776-1924762

THIS SUBORDINATION AGREEMENT is made this 13th day of March 2013, by and between Aliant Bank a division of USAmeriBank, a corporation, with a place of business at 1100 Corporate Parkway, Birmingham, AL 35242 ("Subordinating Lender") and Quicken Loans, Inc., ISAOA, a corporation, with a place of business at 707 Griswold, Detroit, MI 48226 ("Lender").

WHEREAS, Darrell E. Wolfley and Jann W. Wolfley ("Borrower") executed and delivered to Subordinating Lender a mortgage in the sum of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$ 125,000.00), dated March 25, 2011 and recorded on April 6, 2011 in Document Number 20110406000106840 pages 1-5 in the records of the Judge of Probate of Shelby County, Alabama, which mortgage is a lien on the following described property:

LOT 112, according to the survey of Shoal Creek, as recorded in Map Book 6, Page 150 in the Probate Office of Shelby County, Alabama.

WHEREAS, the Borrower executed and delivered to Lender a mortgage in the sum of Three Hundred Ten Thousand and 00/100 Dollars (\$310,000.00), dated ~~March~~ ^{April} 9th, 2013 which mortgage is intended to be recorded herewith in the records of Shelby County, AL;

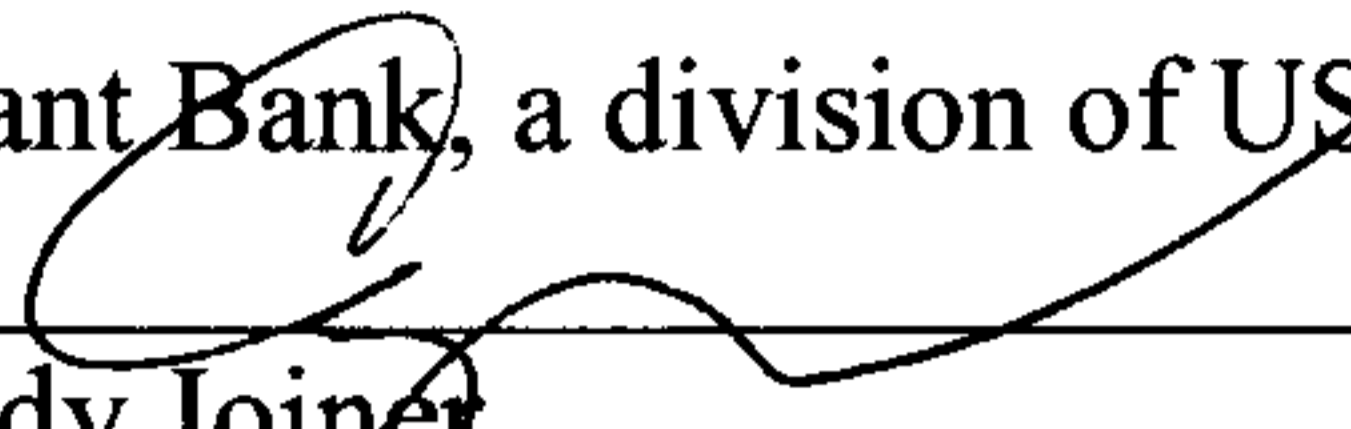
WHEREAS, Lender has required as a condition of its loan to Borrower that the lien of the mortgage executed by the Borrower to the Subordinating Lender be subordinated to the lien of the mortgage executed by Borrower to Lender to which Subordinating Lender has agreed on the conditions provided herein,

NOW THEREFORE, intending to be legally bound hereby, the undersigned agree as follows:

1. That the lien of mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated to the lien of the mortgage executed by the Borrower to Lender provided, however, that the lien of the mortgage to Subordinating Lender shall be subordinated to the lien of the mortgage to Lender only to the extent that the lien of the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.
2. That the mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated both in lien and payment to the mortgage executed by the Borrower to Lender to the extent that the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.
3. That to the extent the mortgage of Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property, the lien of the mortgage executed by Borrower to Lender shall not be affected or impaired by a judicial sale under a judgment recovered under the mortgage made by the said Borrower to Subordinating Lender but any such sale shall be subject to the lien of the said mortgage executed by the

Borrower to Lender as well as any judgment obtained upon the bond or note secured thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of the date first above written.

Aliant Bank, a division of USAMERIBANK
By 
Cindy Joiner
Vice President



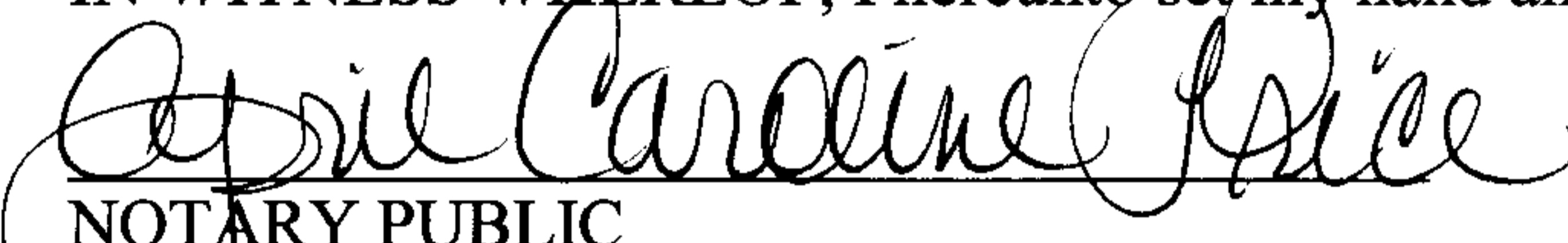
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STATE OF ALABAMA

COUNTY OF SHELBY

On this the 13th day of March, 2013, before me, the undersigned officer of the state and county mentioned, personally appeared Cindy Joiner, with whom I am personally acquainted (proven to me on the basis of satisfactory evidence), and who further acknowledged that she is a Vice President of the maker or constituent of the maker and is authorized by the maker or its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


NOTARY PUBLIC

My commission expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES NOV 21 2015
BONDED THRU NOTARY WRITERS



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