20130424000166670 1/3 \$18.00 Shelby Cnty Judge of Probate, AL 04/24/2013 11:36:28 AM FILED/CERT

When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117
78576955

## SUBORDINATION AGREEMENT

That Branch Banking & Trust Company fka Colonial Bank ("BB&T") being the present owner and holder of that certain promissory note dated 03/07/2008 in the original principal amount of \$30,000.00 ("BB&T's Note"), executed by Barbara Tucker ("Borrower"), payable to the order of BB&T, for good and valuable consideration received, does hereby covenant, stipulate, and agree with Citibank N.A. ("Lender") that all liens, mortgages, encumbrances, security interests, and assignments of every kind and character created under, renewed and extended under or existing by virtue of the lien instrument described in Exhibit A hereto ("BB&T's Security Instrument"), affecting the real property and improvements described therein ("the Mortgaged Property"), are hereby expressly SUBORDINATED AND MADE SECONDARY AND INFERIOR, to the liens, mortgages, encumbrances, security interests, and assignments created under, renewed and extended under or existing by virtue of the lien instrument described in Exhibit B hereto ("Lender's Security Instrument"), affecting the Mortgaged Property, and securing the following indebtedness ("Lender's Note"):

note dated loan amount not to exceed \$192,120.00

This Agreement shall extend to any renewal or extension of all or any part of Lender's Note, and notice of any such renewal or extension and the consent thereto of BB&T or any other owner or holder of BB&T's Note shall not be necessary.

This Agreement and the covenants and agreements contained herein shall not be impaired, reduced or affected by the taking of any other security for Lender's Note or the release, surrender or loss of any other security or collateral for the payment of Lender's Note or the failure, neglect or refusal of Lender to enforce any other security or collateral for the payment of Lender's Note.

This Agreement shall be binding upon BB&T and its successors and assigns, including each and every subsequent owner and holder of BB&T's Note, and the terms hereof shall inure to the benefit of Lender, its successors and assigns, including, without limitation, each and every subsequent owner and holder of Lender's Note, or any renewal or extension thereof.

Except for the subordination described by this Agreement, BB&T's Security Instrument shall be and remain unchanged and in full force and effect.

EXECUTED THIS 14th day of February, 2013.

(Branch Banking & Trust Company)

By: Darren Redding-Smith

Assistant Vice President

Title

STATE OF

**NORTH CAROLINA** 

**FORSYTH** 

**COUNTY** 

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that <u>DARREN REDDING-SMITH</u>, as <u>ASSISTANT VICE PRESIDENT</u> of BRANCH BANKING & TRUST COMPANY, a North Carolina corporation, 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, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 14TH day of FEBRUARY, 2013.

[SEAL]

CHARLES W COOPER
NOTARY PUBLIC, NORTH CAROLINA
FORSYTH COUNTY
MY COMMISSION EXPIRES

Notary Public

My commission expires \_\_\_\_

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## EXHIBIT "A"

SITUATE IN THE COUNTY OF SHELBY, STATE OF ALABAMA:

LOT 5A, ACCORDING TO A RESURVEY OF LOTS 5, 6 AND 7, FIRST ADDITION TO KERRY DOWNS, AS RECORDED IN MAP BOOK 8, PAGE 31, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TAX ID NO: 10 1 02 0 003 050.002

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED

GRANTOR: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE

TRUSTEE IN TRUST FOR FOR THE REGISTERED HOLDERS OF ARGENT MORTGAGE LOAN,

ASSET-BACKED NOTES, SERIES 2005-W1 UNDER THE POOLING AND SERVICING

AGREEMENT DATED AS OF APRIL 1, 2005

GRANTEE: BARBARA TUCKER

DATED: 11/20/2007

RECORDED: 11/30/2007

DOC#/BOOK-PAGE: 20071130000545710

ADDRESS: 3207 GLASGOW LN, BIRMINGHAM, AL 35242

END OF SCHEDULE A

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