


Prepared by and return to:
Gulf Coast Community Bank
Att'n: Tammy Hodgson
40 N. Palafox Street
Pensacola, FL 32502


20130429000174310 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
04/29/2013 02:51:41 PM FILED/CERT

SUBORDINATION AGREEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

This Subordination Agreement is entered into on this 28th day of March, 2013, among Gulf Coast Community Bank (hereinafter collectively referred to as the "Subordinated Creditor") and Wells Fargo Bank, N.A. ("Bank").

WHEREAS, Subordinated Creditor has a second mortgage lien upon certain property of Borrower, as more fully described in that certain [Mortgage] recorded on February 12, 2009, in Official Records Book N/A, Page N/A, as Instrument No. 20090212000048540 of the public records of Shelby County, Alabama (the "Second Mortgage"), encumbering certain real property described as follows (collectively referred to as the "Premises");

Lot 3, according to the Survey of Greystone, 1st Sector – Phase VI, as recorded in Map Book 16, page 63 A & B, in the Probate Office of Shelby County, Alabama.

Together with the non-exclusive easement to use the private roadways, Common Areas and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated 11/6/1990, and recorded in Real 317, Page 260, in the Probate Office of Shelby County, Alabama, (which together all amendments thereto, is hereby collectively referred to as the "Declaration").

WHEREAS, the Premises is owned by Borrower and the proposed loan from Bank to Borrower in the amount of \$451,000.00, is for the purpose of refinancing Borrower's first mortgage upon the Premises;


WHEREAS, the Bank is unwilling to lend Borrower a loan to refinance its first mortgage on the Premises unless Subordinated Creditor fully and completely subordinates the Second Mortgage to that certain Mortgage securing the new loan from Borrower to Bank (the "First Mortgage");

NOW THEREFORE, in consideration of the foregoing recitals, and other good and valuable considerations, and in order to induce the Bank to make the loan to Borrower, Subordinated Creditor does hereby subordinate all of its rights, titles and interests pursuant to the Second Mortgage to the First Mortgage, up to a principal amount of \$451,000.00, including, without limitation, any and all sums which may now or hereafter become due pursuant to the First Mortgage. This subordination shall take effect upon the closing of the First Mortgage.

This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and shall in all respects be governed by the laws of the State of Florida.

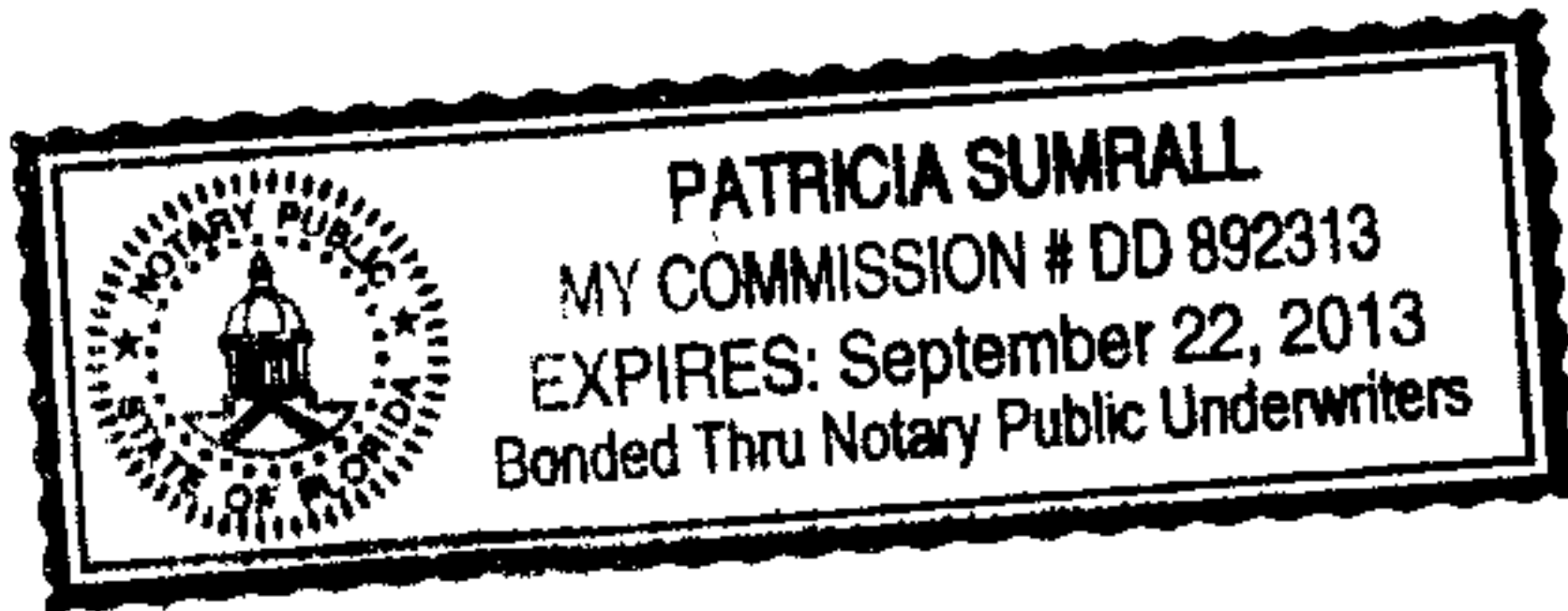
IN WITNESS WHEREOF, the undersigned have executed this Agreement this 28th day of March, 2013.

GULF COAST COMMUNITY BANK,
A Florida banking corporation

By: 
Printed Name: Tammy G. Hodgson
As Its: Vice President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of March, 2013, by **Tammy G. Hodgson**, as Vice President of Gulf Coast Community Bank, on behalf of the Bank, who (X) is personally known to me, or who () has produced _____ as identification.



Patricia Sumrall

NOTARY PUBLIC

Name: Patricia Sumrall

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