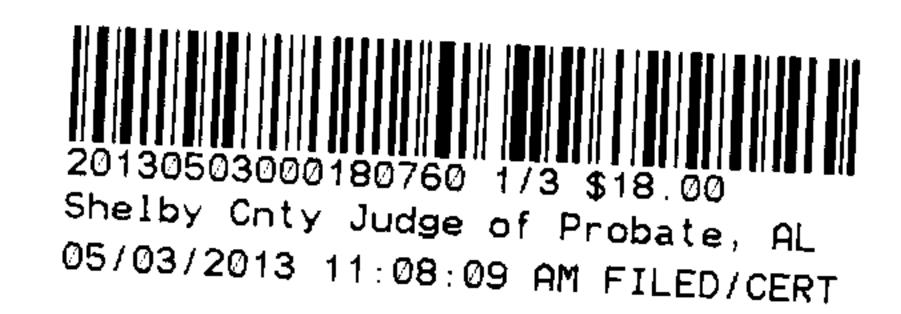
AFTER RESORDING-PLEASE RETURN TO: TASHA CANADY 401 WEST VALLEY AVE BIRMINGHAM, AL 35209



#### **SUBORDINATION AGREEMENT**

7779834
Borrower: Scott William Salmon and Michelle Hall Salmon
Property Address: 5842 Forest Lakes CV Sterrett, AL 35147
This Subordination Agreement dated $4/2/2013$ , is between COMPASS BANK, (Junior Lender),
And_EVERBANK, (New Senior Lender).
RECITALS
COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$14,000, with accompanying mortgage/deed of trust/security deed
Dated _May 23, 2008, and recorded in bookna, pagena, as
instrument Number_20080623000253890ononJune 23, 2008(date),
inShelby(County),Alabama(State).
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 \$ 143,000
Dated: 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 there under 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 \$143,000, 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.

## 5. Governing (Applicable) Law

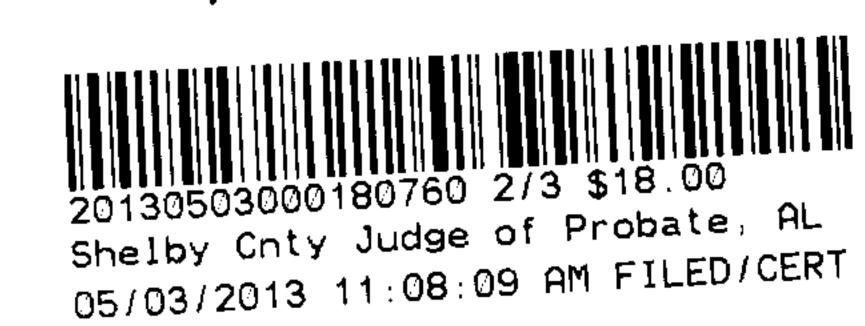
This agreement shall be governed by the laws of the State in which the Property is located.

#### 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. Junior Lender:V of Compass Bank Title: **New Senior Lender:** Title: SR. VICE PRESIDENT State of Alabama County of Jefferson ge undersigned, a Notary Public in and for said County, in said State, hereby certify \_, as 155 AV/ Vice President of Compass Bank. whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument/ they/he/she executed the same voluntarily on the day the same bears date. Given under my hand and official seal this day of (Seal) Notary Public MYNCHARY POBLECT STATE OF SALABAMA AT LARGE MY COMMISSION EXPIRES: Mar 8, 2014 BONDED THRU NOTARY PUBLIC UNDERWRITE State of County of Duval I, the undersigned, a Notary Public in and for said County, in said State, hereby certify (institution) whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 3/d day of 20\_1.2 (Seal) Notary Public My commission expires:

> KRISTIN MELINDA SPARKS MY COMMISSION # EE853068 EXPIRES December 05, 2016 FloriduNotaryService.com

ORDER NO: FILE NO: CUSTOMER REF: 7779834n 7779834n 1222061332

#### Exhibit "A"

Real property in the City of STERRETT, County of SHELBY, State of Alabama, described as follows:

LOT 423, ACCORDING TO THE SURVEY OF FOREST LAKES AS RECORDED IN MAP BOOK 34, PAGE 122A, B, & C IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Being all of that certain property conveyed to SCOTT WILLIAM SALMON AND MICHELLE HALL SALMON, HUSBAND AND WIFE from AMERICAN HOMES AND LAND CORPORATION, by deed dated APRIL 28, 2006 and recorded MAY 04, 2006 as INSTRUMENT NO. 20050504000211020 of official materials.

Commonly known as: 5842 FOREST LAKES COVE, STERRETT, AL 35147

APN #: 09-5-21-0-000-001-397

WHEN RECORDED, RETURN TO: FIRST AMERICAN MORTGAGE SERVICES 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING FIRST AMERICAN ELS
SUBORDINATION AGREEMENT

20130503000180760 3/3 \$18.00

Shelby Cnty Judge of Probate, AL 05/03/2013 11:08:09 AM FILED/CERT