



20130522000210570 1/4 \$22.00
Shelby Cnty Judge of Probate, AL
05/22/2013 02:25:28 PM FILED/CERT

SUBORDINATION AGREEMENT

RECORDING REQUESTED BY:
~~WHEN RECORDED MAIL TO:~~

SunTrust Mortgage, Inc

Address: 1001 Semmes Ave 3rd floor mail

City: Richmond

State: VA ZIP: 23224

Loan # 0036624252

: Code RVW-5043 ATT: Final Docs

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 19 day of April, 2013 by **MICHAEL A LUTHER AND MEREDITH LUTHER** owner of the land hereinafter described and hereinafter referred to as "Owner", and **MERS, as nominee for SunTrust Mortgage Inc.** ~~present owner and holder of Deed of Trust and Note first~~ hereinafter described and referred to as "Beneficiary."

WITNESSETH

THAT WHEREAS, **MICHAEL A LUTHER AND MEREDITH LUTHER** did execute a Deed of Trust, dated **10/30/2006** To **MERS, as nominee for SunTrust Mortgage Inc.** as Mortgagee covering.

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE
A PART HEREOF FOR COMPLETE LEGAL DESCRIPTION

SUNTRUST MORTGAGE, INC.

1001 Semmes Avenue

RVW-5043 / Final Docs

Richmond, VA 23224

STM Loan Number

0036624252

To secure a Note in the sum of **\$32,760.00** dated **10/30/2006** in favor of **MERS, as nominee for SunTrust Mortgage Inc.** which Deed of Trust was recorded on **11/13/2006** as **Instrument Number 20061113000553730** **IN SHELBY COUNTY RECORDS.** of Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note not to exceed the sum of **\$242,500.00** in favor of **MERS, as nominee for SunTrust Mortgage Inc.** . **MERS is Mortgage Electronic Registration Systems, Inc.** **MERS is a separate corporation that is acting solely as a nominee for Lender and Lenders Successors and assigns.** **MERS is organized and existing under the law of Delaware, and has a mailing address of P.O. Box 2026, Flint MI 48501-2026, and/or a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS.** **FOR PURPOSES OF RECORDING THIS DOCUMENT MORTGAGE, MERS IS THE MORTGAGEE OF RECORD.** Herein after referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and,

WHEREAS, It is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of Trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender; and

WHEREAS, It is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded constitute a lien or charge upon said land which is unconditionally prior and superior to the lien charge of the deed of Trust first above mentioned.

SUBORDINATION, RECORDED DEED OF TRUST TO DEED OF TRUST TO RECORD

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

The following real, property situate in the City of MAYLENE, county of SHELBY, State of AL, to-wit

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NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referenced to, it is hereby declared, understood and agreed as follows:

- (1) That said deed of Trust securing said Note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust first above mentioned;
- (2) That Lender would make its loan above described without this Subordination Agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien of charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinafter specifically described, and prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deed of Trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) He/she consents to and approves (I) all provisions of the Note and Deed of Trust in favor of Lender above referred to, and (II) all agreements, including, but not limited to, any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's Loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made



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in whole or in part;

- (c) He/she intentionally and unconditionally waives, relinquishes and subordinates the lien or charge or the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the Note secured by the Deed of Trust first above-mentioned that said Deed of Trust has by this instrument been subordinated to the lien charge of the Deed of Trust in favor of lender above referred to.

SUBORDINATION, RECORDED DEED OF TRUST TO DEED OF TRUST TO RECORD NOTICE:
THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION, WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN. A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

LOT 54, ACCORDING TO THE SURVEY OF LAKE FOREST, SIXTH SECTOR, AS RECORDED IN MAP BOOK 36, PAGE 35, IN THE PROBATE OFFICE SHELBY COUNTY, ALABAMA.

WITNESS:

Kenya White
Kenya White

Dreshona Green
Dreshona Green

Mortgage Electronic Registration Systems,
Inc.

(MERS)

solely as nominee for the Lender SunTrust
Mortgage Inc

By: Tammy L. Brooks

Officer Print Name: Tammy L. Brooks

Officer Print Title: Vice President

STATE OF Virginia
County of Richmond

On April 19th 2013 before me, La'Shara Boddie the undersigned, a

Notary Public in and for said State, Tammy L. Brooks personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

La'Shara Boddie



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EXHIBIT A, PROPERTY DESCRIPTION

LEGAL DESCRIPTION

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS ALL THAT CERTAIN PROPERTY SITUATED IN CITY OF MAYLENE IN THE COUNTY OF SHELBY, AND STATE OF ALABAMA AND BEING DESCRIBED IN A DEED DATED 10/30/2006 AND RECORDED 11/13/2006 AS INSTRUMENT NUMBER 200611113000553710 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:

LOT 54, ACCORDING TO THE SURVEY OF LAKE FOREST, SIXTH SECTOR, AS RECORDED IN MAP BOOK 36, PAGE 35, IN THE PROBATE OFFICE SHELBY COUNTY, ALABAMA.

PARCEL NO. 23 2 09 0 009 054.000

COMMONLY KNOWN AS:

211 RED BAY DR, MAYLENE, AL 35114



LUTHER

46964287

AL

FIRST AMERICAN ELS
SUBORDINATION AGREEMENT



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



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