


This Document Prepared By:

Leila Hansen, Esq.
9041 S. Pecos Road, #3900
Henderson, Nevada 89074

After Recording Send To:

SunTrust Mortgage, Inc.


20130710000281960 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
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Assessor's Parcel Number: 03 8 34 0 016 024.000

SUBORDINATION AGREEMENT

TITLE OF DOCUMENT

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.

STATE OF ALABAMA
SHELBY COUNTY

This Subordination Agreement, made this _____ day of _____, 20____ by **MERS as nominee for SunTrust Mortgage, Inc. MIN # 100010402056075348** (hereinafter referred to as Beneficiary), present owner and holder of the Mortgage and note first hereafter described, and **SunTrust Mortgage, Inc., its successors and/or assigns** (hereinafter referred to as "Lender");

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's 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. MIN # _____ as nominee for Suntrust Mortgage, Inc.

WITNESSETH

THAT WHEREAS, **Tracy J. Dempsey**, (hereinafter referred to as "Owner") did execute a Mortgage, dated **April 30, 2007** to **MERS as nominee for SunTrust Mortgage, Inc. MIN # 100010402056075348** as Mortgagee, covering that certain real property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

to secure a note in the sum of **\$68,750.00** dated **April 30, 2007**, in favor of **MERS as nominee for SunTrust Mortgage, Inc. MIN # 100010402056075348** which Mortgage was recorded **May 3, 2007**, as INSTRUMENT/FILE NO. **20070503000206850**, Official Records of said county, and

WHEREAS, Owner has executed, or is about to execute, a Mortgage and note not to exceed the sum of **\$192,250.00** dated _____, in favor of Lender, payable with interest and upon the terms and conditions described therein, which Mortgage is to be recorded concurrently herewith; and

Loan No. _____

WHEREAS, It is a condition precedent to obtaining said loan that said Mortgage 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 Mortgage first mentioned, Owner has requested Beneficiary to subordinate Beneficiary's lien to the lien about to be taken by the Lender; and

WHEREAS, Lender is willing to make said loan provided the Mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Mortgage first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage in favor of the 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 Mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Mortgage first above mentioned.

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 referred to, it is hereby declared, understood and agreed to as follows:

- (1) That said Mortgage 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 Mortgage first above mentioned.
- (2) That Lender would not 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 or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any contained in the Mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) It consents to and approves (i) all provisions of the note and Mortgage 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 in whole or in part.



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Loan No. _____

- (c) It intentionally waives, relinquishes and subordinates the lien or charge of the Mortgage first above mentioned in favor of the lien or charge upon said land of the Mortgage 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 unto but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the Mortgage first above-mentioned that said Mortgage has by this instrument been subordinated to the lien or charge of the Mortgage in favor of Lender above referred to.

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 LAND.

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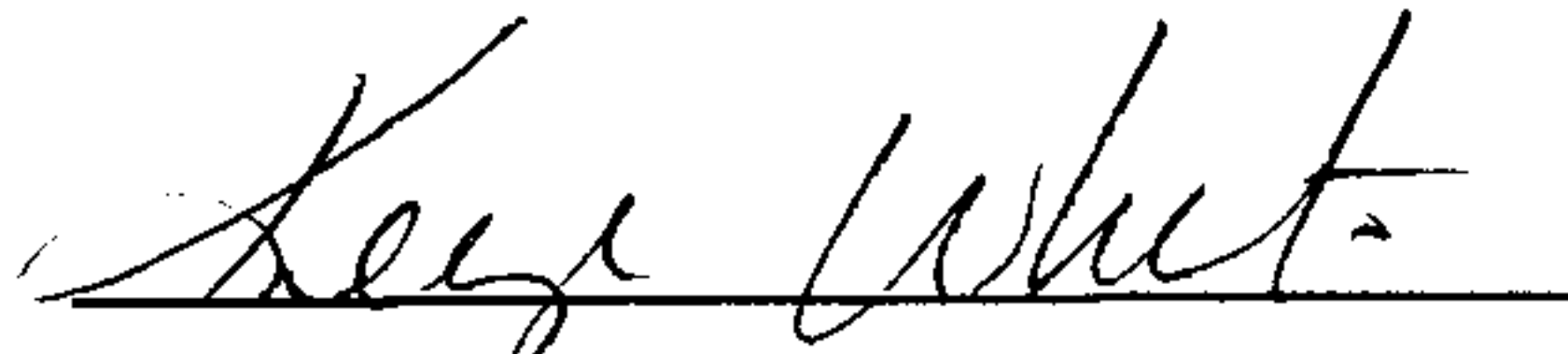



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IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc., MIN # 100010402056075348 as nominee for SunTrust Mortgage, Inc. hereunto set their hands this

7th day of June, 2013.

Mortgage Electronic Registration Systems, Inc. as nominee for SunTrust Mortgage, Inc., its successors and assigns.


Witness **Kenya White**

By: 

Print Name: **Tammy L. Brooks**

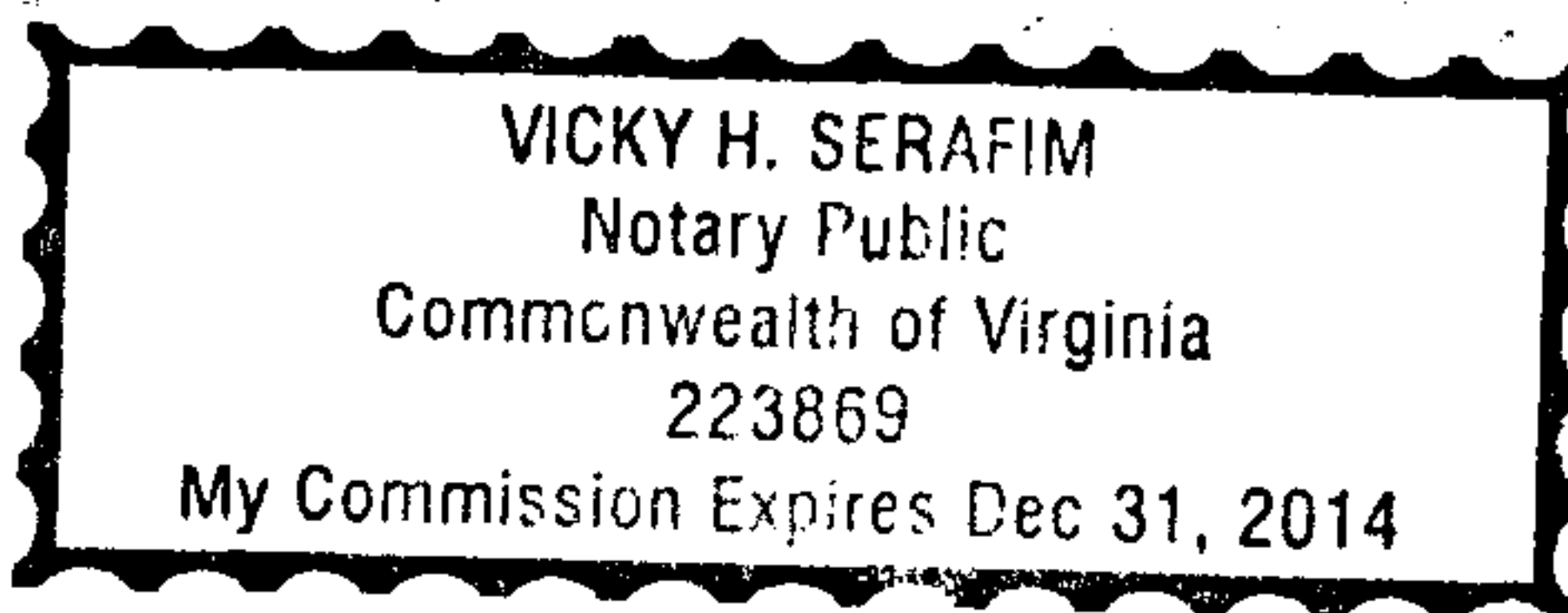

Witness **La'Shara Boddie**

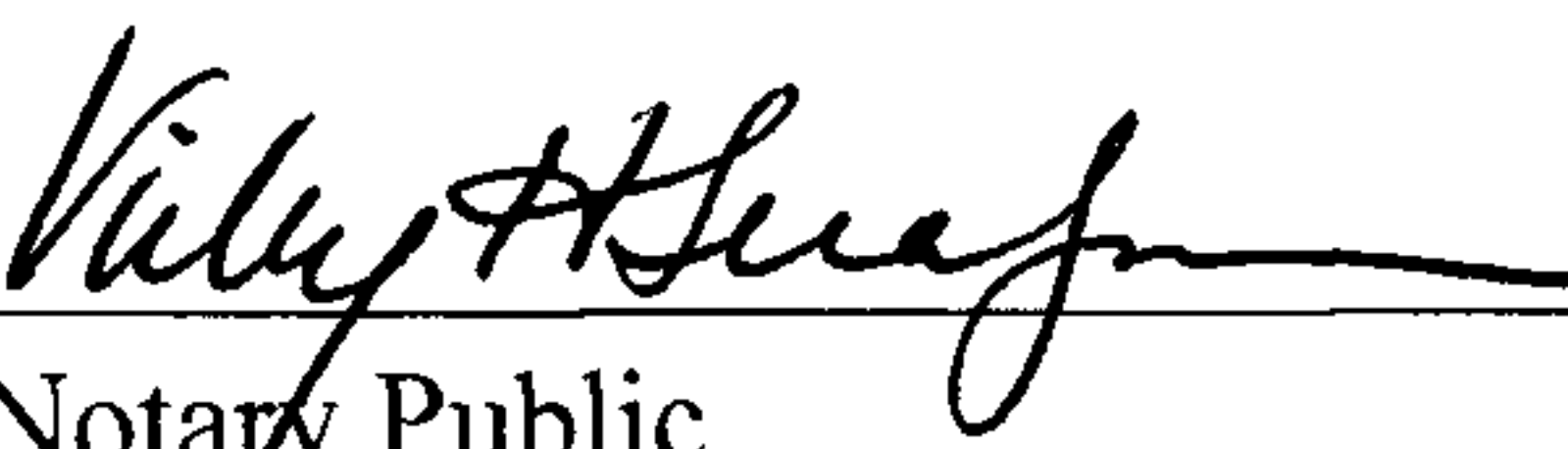
Title: **Vice President**

STATE OF VIRGINIA

CITY OF RICHMOND

On this 7th Day of June, 2013, in said City, before me, the undersigned notary public, personally appeared Tammy L. Brooks, as Vice President 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 capacity(ies) and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.




Notary Public
My Commission Expires: 12/31/2014

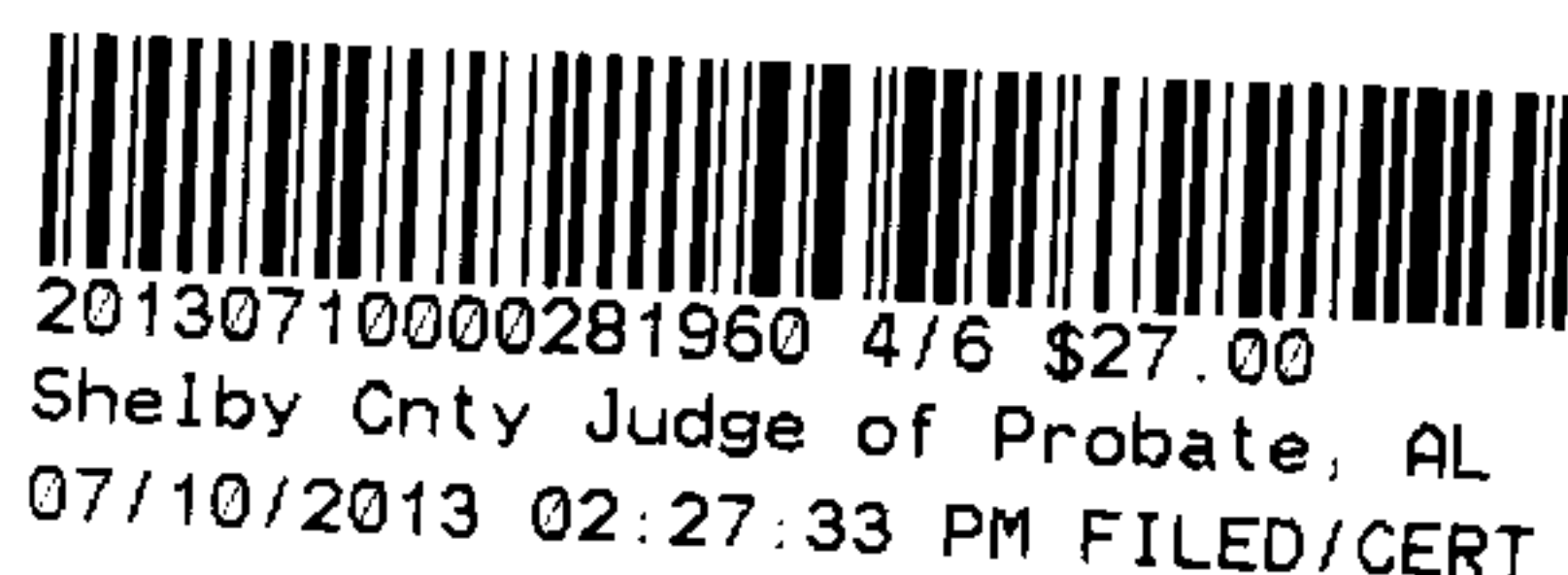
SUNTRUST MORTGAGE, INC.

1001 Semmes Ave

RVW-5043 / Final Docs

Richmond, VA 23224

STM Loan Number 0205607534



Loan No. _____

OWNER(S):

Tracy J. Dempsey
Tracy J. Dempsey

General Acknowledgement

STATE OF Alabama
Shelby COUNTY

I, John Caldwell a Notary Public in and for said County, in said State, hereby certify that **Tracy J. Dempsey**, whose name(s) is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing conveyance, he/she/they executed the same voluntarily on the day the same bears date.

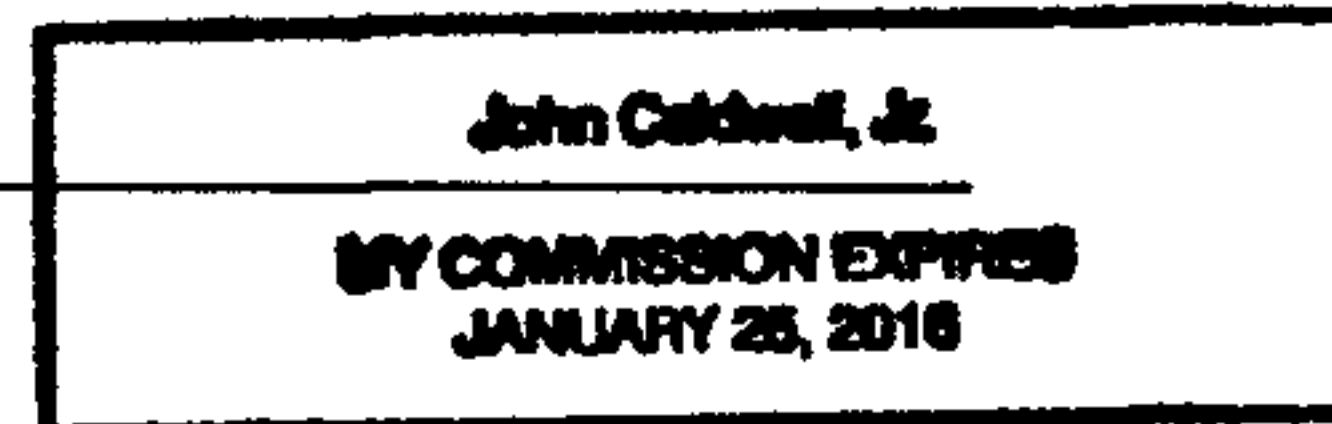
NOTARY STAMP/SEAL

Given under my hand and official seal of office this
20 day of June, 2013.

John Caldwell

NOTARY PUBLIC

My Commission Expires:



IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

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EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT PROPERTY SITUATE IN THE COUNTY OF SHELBY AND STATE OF ALABAMA DESCRIBED AS:

LOT 71, ACCORDING TO THE FINAL MAP OF BELVEDERE COVE PHASE I, AS RECORDED IN MAP BOOK 35, PAGE 45 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

MINERAL AND MINING RIGHTS EXCEPTED

SUBJECT TO CURRENT TAXES, EASEMENTS AND RESTRICTIONS OF RECORD.


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