

## SUBORDINATION AGREEMENT

WHEREAS, Mortgage Electronic Registration Systems, Inc., MIN as nominee for Sun Trust Mortgage, Inc., the undersigned, has agreed to loan to Tonya C. Myers and Chris J. Myers a loan not to exceed the sum of \$152,270.00to be secured by a real estate mortgage covering the premises known as 945 Narrows Point Drive, Birmingham, AL 35242. WHEREAS, Mortgage Electronic Registration Systems, Inc., MIN # 100104-0034865246-0 as nominee for Sun Trust Mortgage, Inc., is the holder of a Mortgage covering the said premises at 945 Narrows Point Drive, Birmingham, AL 35242 dated 5/25/2007 and recorded 6/11/2007 in the amount of \$30,400.00 in the Shelby County Land Evidence Records in the State of AL in Instrument # 20070611000270460 WHEREAS, Mortgage Electronic Registration Systems, Inc., MIN # as nominee for Sun Trust Mortgage, Inc., has agreed to make said loan not to exceed the sum of \$152,270.00 upon the condition that Mortgage Electronic Registration Systems, Inc., MIN # 100104-0034865246-0 as nominee for Sun Trust Mortgage, Inc., shall subordinate the mortgage held by them. NOW, THEREFORE, Mortgage Electronic Registration Systems, Inc., MIN # 100104-0034865246-0 as nominee for Mortgage Electronic Registration Systems, Inc., for themselves, their successors and assigns, does hereby covenant and agree with Electronic Registration Systems, the said Mortgage as nominee for Sun Trust Mortgage, Inc. that the mortgage held by them dated 5/25/2007 and recorded 6/11/2007 in the amount of \$30,400.00 in the Shelby County Land Evidence Records in the State of AL in Instrument # 20070611000270460 shall be subject to and subordinate to the lien of the real estate mortgage to be executed and delivered by Tonya C. Myers and Chris J. Myers to secure a promissory note not to exceed the sum of \$152,270.00 recorded in Book \_\_\_\_, at Page\_\_\_\_ with the same force and effect as if the said real estate mortgage in favor of Mortgage Electronic Registration Systems, Inc., MIN as nominee for Sun Trust Mortgage, Inc. had been executed, delivered and recorded prior to the execution, delivery and recording of the mortgage to Mortgage Electronic Registration Systems, Inc., MIN # 100104-0034865246-0 as nominee for Sun Trust Mortgage, Inc. "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. x 20130730000309090

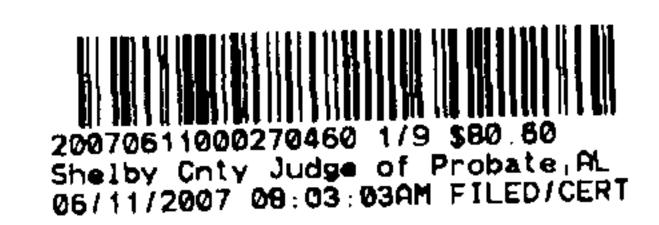
IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc., MIN # 100104-0034865246-0 as nominee for Sun Trust Mortgage, Inc. hereunto set their hands this

Mortgage Electronic Registration Systems, Inc. as nominee for SunTrust Mortgage, Inc. its successors and assigns.  By: REG/S/S/C/REG/S/S/C/REG/
Print Name: Tammy L. Brooks
Title: Vice President 1999
State of VA
City of Richmond
On this 20 Day of JUNE, 20 13, in said Workly, 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 - La Shara Boddie  My Commission Expires: 5/31/2017
LA'SHARA BODDIE Notary Public Commonwealth of Virginia 7524440 My Commission Expires May 31, 2017

SUNTRUST MORTGAGE, INC.
1001 Semmes Avenue
RVW-5043 / Final Docs
Richmond, VA 23224
STM Loan Number 554865246



20130/30000309100 2/3 \$18.00 Shelby Cnty Judge of Probate, AL 07/30/2013 01:26:19 PM FILED/CERT



Reli, Inc.
the TITLE and CLOSING PROFESSIONALS
3595 Grandview Parkway, Suite 600
Birmingham, Al. 35243

NTC07602634

MORTGAGE

AP#: MYERS0034865246

LN#: 0034865246

THIS MORTGAGE is made this 25th day of Tonya C Myers, AND CHRIS J MYERS, HER SPOUSE

May

MIN 1000104-0034865246-0 2007, between the Grantor,

(herein "Borrower"), and the Mortgagee,

Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. SunTrust Mortgage. Inc.

, a Virginia Corporation existing under the laws of State of Virginia 901 Semmes Avenue, Richmond, VA 23224

("Lender") is organized and and has an address of

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$30,400.00 , which indebtedness is evidenced by Borrower's note dated May 25, 2007 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2037 ;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the County of Shelby

, State of Alabama: LOT 66, ACCORDING TO THE FINAL PLAT OF NARROWS POINT-PHASE 5. AS RECORDED IN MAP BOOK 35. AT PAGE 90 A&B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN THE NARROWS RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION RECORDED AS INSTRUMENT NO. 2000-09755, AS AMENDED BY INSTRUMENTS RECORDED AS INSTRUMENT NO. 2000-17136, INSTRUMENT NO. 2000-36696, INSTRUMENT NO. 2001-38328, INSTRUMENT NO. 20020905000424180, INSTRUMENT NO. 20021017000508250, AND INSTRUMENT NO. 20030716000450980, AND INSTRUMENT NO. 20050831000450840, AND ALL RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED

which has the address of 945 NARROWS POINT DRIVE [City], Alabama 35242

TO AS THE "DECLARATION").

[Street]

[ZIP Code] ("Property Address");

TO HAVE AND TO HOLD such property unto MERS (solely as nominee for Lender and Lender's successors and assigns), and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Mortgage; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interest, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Mortgage.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of

record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

20130730000309100 3/3 \$18.00

Shelby Cnty Judge of Probate, AL 07/30/2013 01:26:19 PM FILED/CERT

Form 3by i Amended 2/01

ALABAMA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS