

WHEN RECORDED MAIL TO:

Proposed By:
Aliant Bank a division of USAMERIBANK
Attn: Amanda Bivins
1100 Corporate Parkway
Birmingham, AL 35242

Chicago Title
ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001


20130802000314150 1/3 \$20.00
Shelby Cnty Judge of Probate, AL
08/02/2013 10:41:18 AM FILED/CERT

Loan #61004210

26779981

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this 26st day of June, 2013, by and between Aliant Bank a division of USAmeriBank, a corporation, with a place of business at 1100 Corporate Parkway, Birmingham, AL 35242 ("Subordinating Lender") and JP Morgan Chase Bank, N.A., a corporation with a place of business at 1111 Polaris Parkway, Floor 4J, Columbus, OH 43240 ("Lender").

WHEREAS, Thomas M. Sachs and Heather R. Sachs ("Borrower") executed and delivered to Subordinating Lender a mortgage in the sum of One Hundred Forty Four Thousand Seven Hundred Fifth Dollars (\$144,750.00), dated March 19, 2008 and recorded March 25, 2008 in Book 20080325000118830 Pages 1-4 in the records of Shelby County, Alabama, which mortgage is a lien on the following described property:

LOT 28, ACCORDING TO THE FINAL PLAT MOUNTAIN CREST ESTATES, AS RECORDED IN MAP BOOK 32, PAGE 76, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

WHEREAS, the Borrower executed and delivered to Lender a mortgage not to exceed the sum of Three Hundred Seventy-Two Thousand Four Hundred Dollars (\$381,752.00), dated July 15, 2013, which mortgage is intended to be recorded herewith in the records of Shelby County;

WHEREAS, Lender has required as a condition of its loan to Borrower that the lien of the mortgage executed by the Borrower to the Subordinating Lender be subordinated to the lien of the mortgage executed by Borrower to Lender to which Subordinating Lender has agreed on the conditions provided herein,

NOW THEREFORE, intending to be legally bound hereby, the undersigned agree as follows:

1. That the lien of mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated to the lien of the mortgage executed by the Borrower to Lender provided, however, that the lien of the mortgage to Subordinating Lender shall be subordinated to the lien of the mortgage to Lender only to the extent that the lien of the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.
2. That the mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated both in lien and payment to the mortgage executed by the Borrower to Lender to the extent that the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.
3. That to the extent the mortgage of Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property, the lien of the mortgage executed by Borrower to Lender shall not be affected or impaired by a judicial sale under a judgment recovered under the mortgage made by the said Borrower to Subordinating Lender but any such sale shall be subject to the lien of the said mortgage executed by the Borrower to Lender as well as any judgment obtained upon the bond or note secured thereby.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals
hereto as of the date first above written.

Aliant Bank, a division of
USAMERIBANK

By Rich Humphrey
Rich Humphrey
Senior Vice President

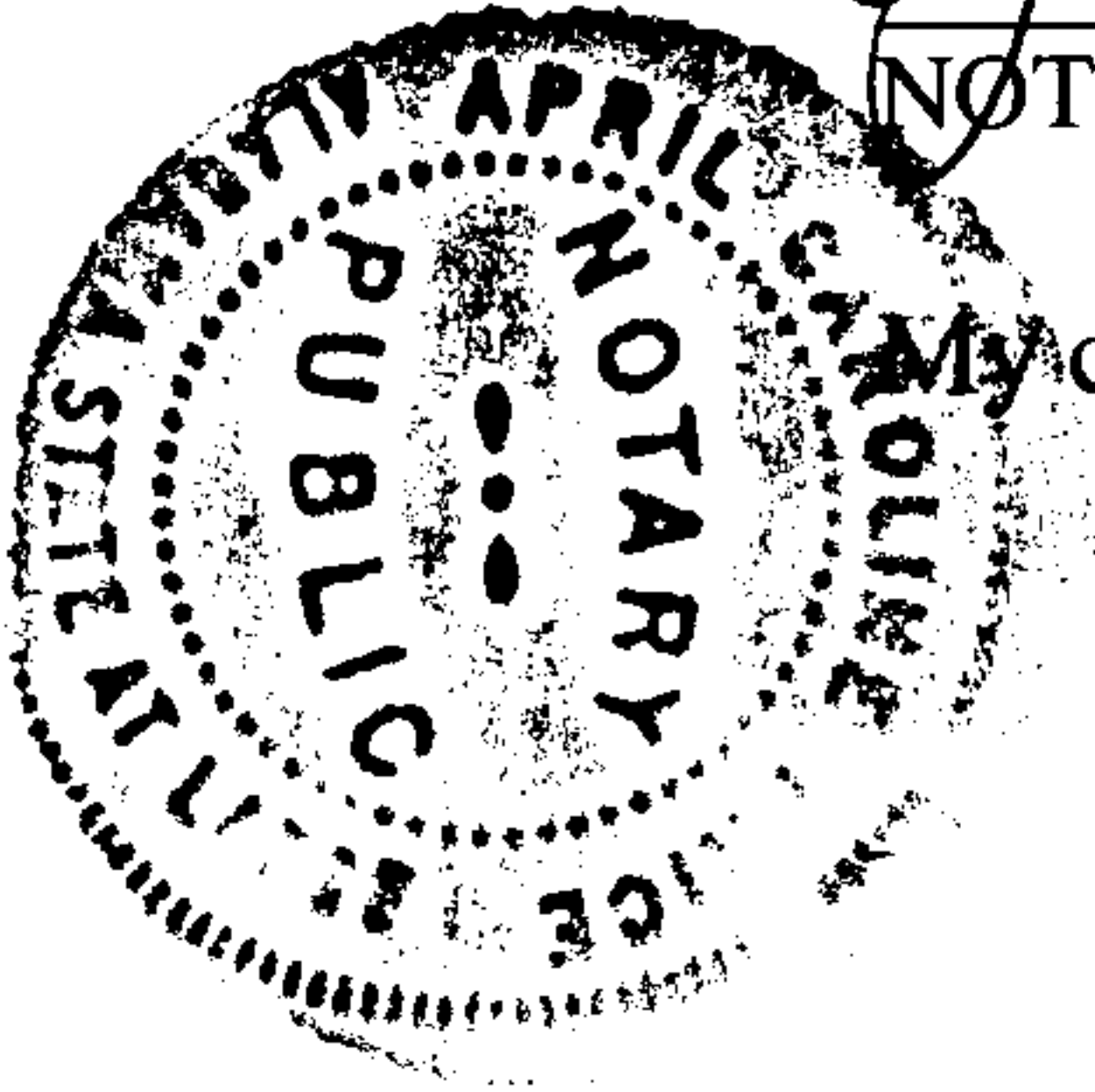
STATE OF ALABAMA

COUNTY OF SHELBY

On this the 26st day of June, 2013, before me, the undersigned officer of the state and county mentioned, personally appeared Rich Humphrey, with whom I am personally acquainted (proven to me on the basis of satisfactory evidence), and who further acknowledged that he is the Senior Vice President of the maker or constituent of the maker and is authorized by the maker or its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

April Caroline Arce
NOTARY PUBLIC



My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 21, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS



20130802000314150 2/3 \$20.00
Shelby Cnty Judge of Probate, AL
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LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF **SHELBY**, STATE OF **ALABAMA** AND IS DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN SHELBY COUNTY, STATE OF ALABAMA, AS DESCRIBED IN DEED DOC # 2008118810, ID# 10870002028000 AND ID# 10 8 27 0 002 028.000, BEING KNOWN AND DESIGNATED AS:

LOT 28, ACCORDING TO THE FINAL PLAT MOUNTAIN CREST ESTATES, AS RECORDED IN MAP BOOK 32, PAGE 76, RECORDED 12/11/2003, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

MORE COMMONLY KNOWN AS 5578DOUBLE OAK LANE, BIRMINGHAM, AL 35242

THOMAS M. SACHS AND HEATHER SACHS, HUSBAND AND WIFE, WITH RIGHTS OF SURVIVORSHIP BY FEE SIMPLE DEED FROM SCOTT R. KUCKENS, MARRIED AND EDWARD H. KUCKENS AS SET FORTH IN DOC # 2008118810 DATED 03/19/2008 AND RECORDED 03/25/2008, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

