When Recorded Return To: Indecomm Global Services 2925 Country Drive St. Paul, MN 55117

Prepared by: Jessica Green Return-Address:

First Mutual Bank

PO Box 34108

Shelby Cnty Judge of Probate, AL 08/20/2013 11:53:37 AM FILED/CERT

Seattle, WA 98124 78854320-2

Rewis 7nd

Document Title:

Subordination Agreement - UCC C-1A 57835459 - 2105656

Reference Number of Documents assigned or released: 20090413000135640

Grantor(s) 1. Jan Peterson Grantor(s) 2. Addie Lee

Grantee(s) 1. First Mutual Bank

LEGAL: LOT 24, ACCORDING TO THE AMENDED MAP OF CHASE PLANTATION, AS RECORDING IN MAP BOOK 8, PAGE 159, IN PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. MINERALS AND MINING RIGHTS EXPECTED.

Servicer Loan Number: 52-126285-03

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.

The undersigned subordinator and owner agrees as follows:

- 1. First Mutual Bank referred to herein as 'subordinator', is the Owner and holder of a UCC 1 FIXTURE FILING recorded April 13, 2009, which is recorded in file NO. 20090413000135640 records of Shelby County.
- 2. <u>TPMorgan Chase Bank</u>, N.A. referred to herein as 'lender', is the owner and holder of a mortgage dated <u>Tune 25, 20/3</u> executed by Jan Peterson and Addie Lee, which is recorded in of Mortgages, page to under Auditor's File No.____ volume records of Shelby County (which is to be recorded concurrently herewith).

*20130820000339910 3. Jan Peterson and Addie Lee referred to herein as 'owner', is the owner of all the real property described in the mortgage identified above in Paragraph 2.

- 4. In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his UCC Fixture Filing identified in Paragraph 1. above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
- 5. "Subordinator" acknowledges that, prior to the execution hereof; he has had the opportunity to examine the terms of "lender" mortgage, note and agreements relating thereto, consents to and approves same, and recognized that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or see to the application of "lender's" mortgage funds, and any application or use of such funds for purposes other thatn those provided for in such mortgage, note or agreements shall not defeat the subordination herein made in whole or in part. Proposed new first mortgage not to exceed \$145,955.00.
- 6. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
- 7. This agreement shall be the whole and only agreement between the parties hereto 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 any prior agreements as to such, or any, 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 a mortgage or mortgages to be thereafter executed.

8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust", and gender and number of pronouns considered to conform to undersigned.

Executed this 30th day of May, 2013

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

UCC 2 FIXTURE FILING HOLDER:

FIRST MUTUAL BANK now known as Sales Finance Inc. as successor and interest to First Mutual Bank a Division of Washington Federal Savings

Betsy J Nelson, V

State of Washington,

20130820000339920 2/3 \$20.00 Shelby Cnty Judge of Probate, AL 08/20/2013 11:53:37 AM FILED/CERT

County of King

I hereby certify that I know or have satisfactory evidence that Betsy J Nelson is the person(s) who appeared before me, and said person(s) acknowledged that (he,she,they) signed this instrument, on oath stated that Betsy J Nelson authorized to execute the instrument and acknowledged it as a VP of First Mutual Bank to be (his, her, their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated / My 30,0

Notary Public in and for the State of Washington

PUBLIC

Residing at Seattle, Washington

My appointment expires 07/09/2016

Wallace Allyn Reed

Printed Name

EXHIBIT - Legal Description

Order Number: 57835459

Property Tax ID: 117250001001.180

Land in the city/township/village of Birmingham and the County of Shelby, State of AL, more particularly described as:

LOT 24, ACCORDING TO THE AMENDED MAP OF CHASE PLANTATION, SECOND SECTOR, AS RECORDED IN MAP BOOK 8, PAGE 159, IN THE PROBATE OFFICE.

MINERALS AND MINING RIGHTS EXCEPTED.

Commonly described as: 24 Chase Plantation Pkwy, Birmingham AL 35244

U04063796 1371 7/8/2013 78854320/2

> 201308200000339920 3/3 \$20.00 Shelby Cnty Judge of Probate, AL 08/20/2013 11:53:37 AM FILED/CERT