

**This Document Prepared By:**

Leila Hansen, Esq.  
9041 South Pecos Road  
Suite 3900  
Henderson, Nevada 89074  
Phone: 702-736-6400

**After Recording Send To:**

Suntrust Mortgage, Inc.  
1001 Semmes Avenue RVW-5043  
Attn: Final Docs Richmond, VA 23224  
Loan Number: 0035104884



20130917000376100 1/5 \$26.00  
Shelby Cnty Judge of Probate, AL  
09/17/2013 11:04:45 AM FILED/CERT

Assessor's Parcel Number: 13-3-05-0-002-014.000

**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  
Jefferson COUNTY

This Subordination Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by **Mortgage Electronic Registration Systems, Inc. as nominee for SunTrust Mortgage, Inc.** (hereinafter referred to as Beneficiary), present owner and holder of the Mortgage and note first hereafter described, and **Suntrust Mortgage, Inc.** (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.,

20130917000376090

**WITNESSETH**

THAT WHEREAS, **Kim D. Earl, married and Narie D. Earl, married, husband and wife**, (hereinafter referred to as "Owner") did execute a Mortgage, dated **May 30, 2006** to **Mortgage Electronic Registration Systems, Inc. as nominee for SunTrust Mortgage, Inc.** as Mortgagee, covering that certain real property described as follows:

LOT 14, ACCORDING TO THE SURVEY OF RUSHING PARC, SECTOR ONE, AS RECORDED IN MAP BOOK 19, PAGE 20, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

441787

to secure a note in the sum of **\$63,000.00** dated **May 30, 2006**, in favor of **Mortgage Electronic Registration Systems, Inc. as nominee for SunTrust Mortgage, Inc.** which Mortgage was recorded **July 17, 2006**, as INSTRUMENT/FILE NO. **20060613000279650**, Official Records of said county, and **Loan No.** \_\_\_\_\_

WHEREAS, Owner has executed, or is about to execute, a Mortgage and note not to exceed the sum of **\$299,000.00** 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

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:

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\_\_\_\_\_  
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**Loan No.** \_\_\_\_\_

- (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.
- (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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Loan No. \_\_\_\_\_

In witness whereof, the said PARTY(IES) HERETO has/have signed and sealed these presents the day and year first above written.

BENEFICIARY/LENDER:

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

Attest:

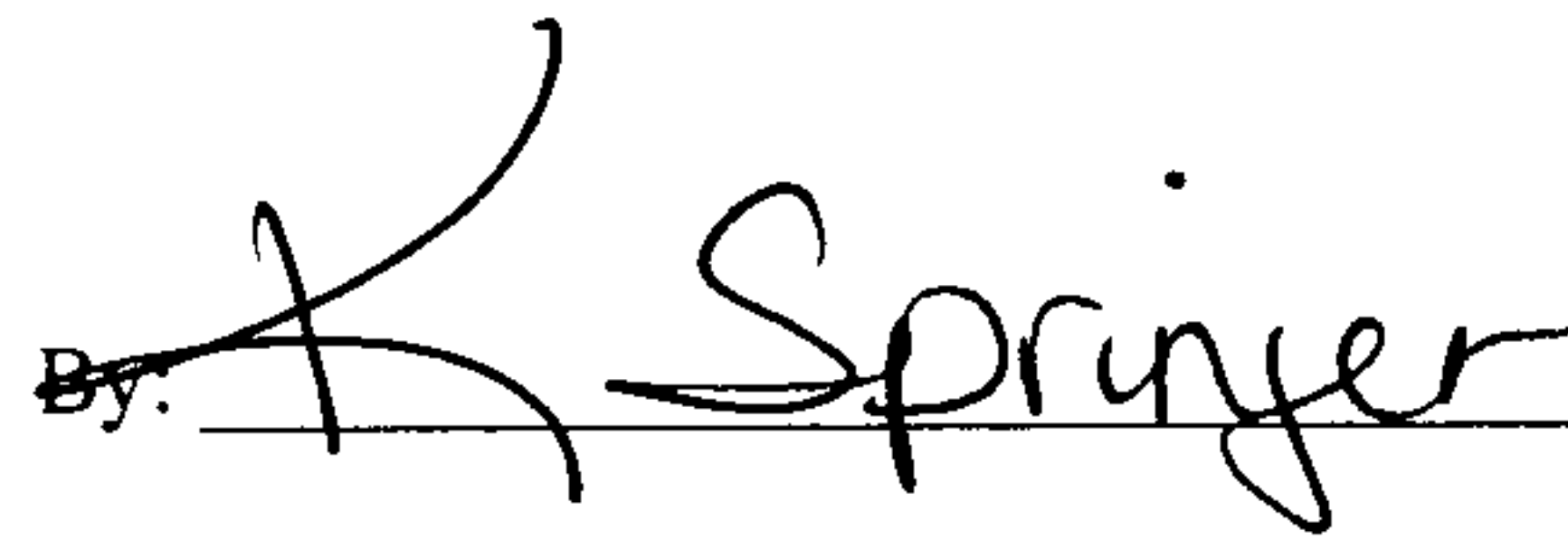


Gabrielle Beck

~~Secretary~~ Assistant Secretary

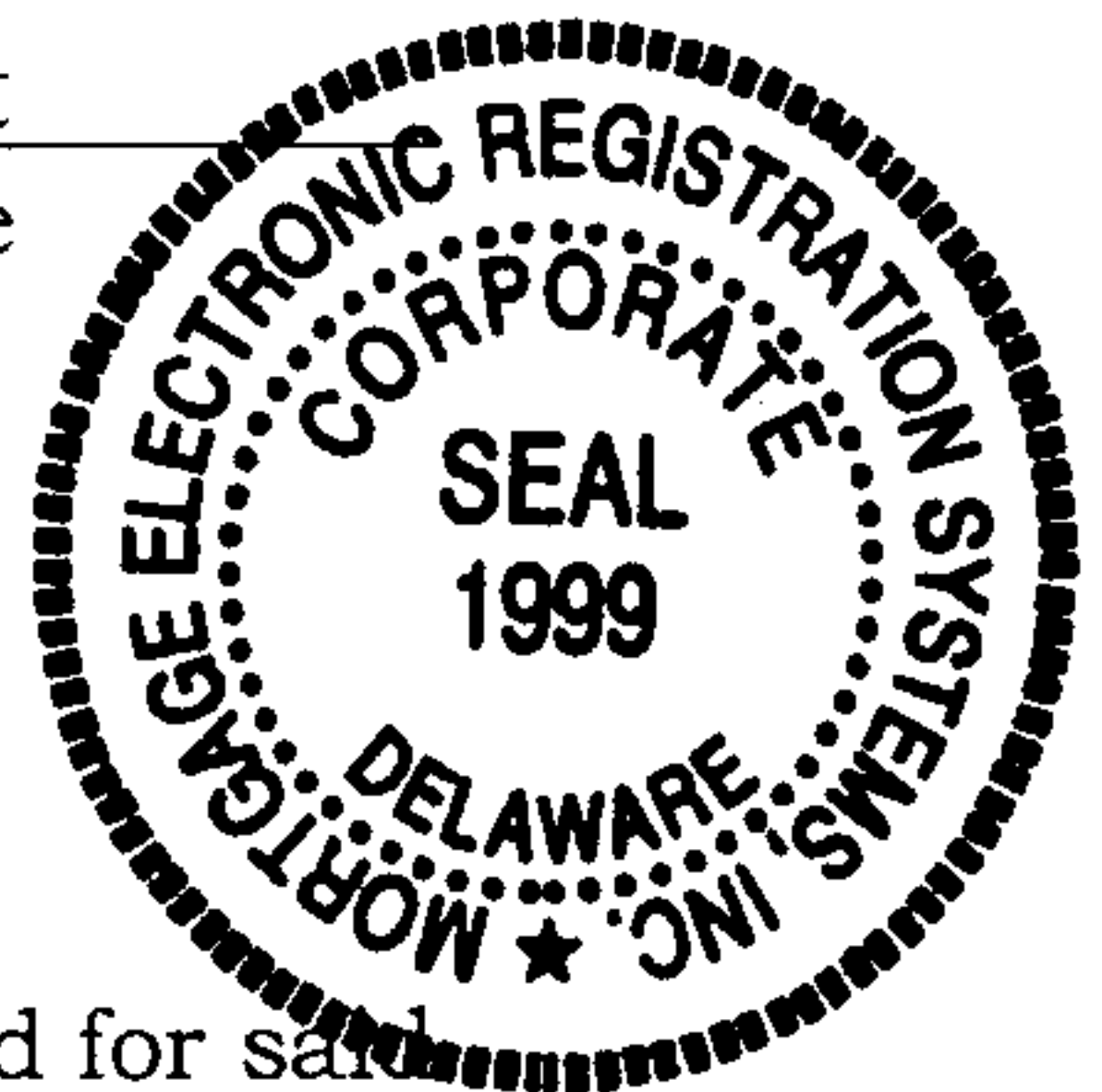
STATE OF Virginia

City of Richmond ~~COUNTY#~~

By: 

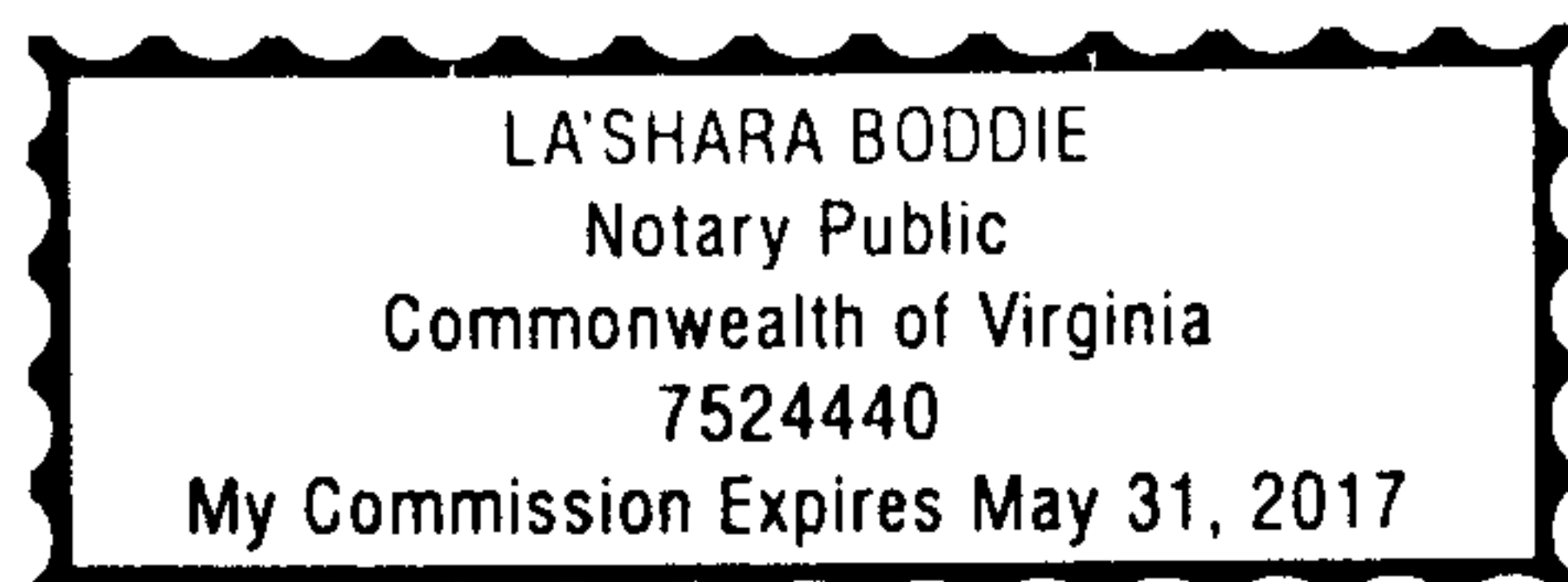
Kimberly Springer, Vice President

Printed Name & Title

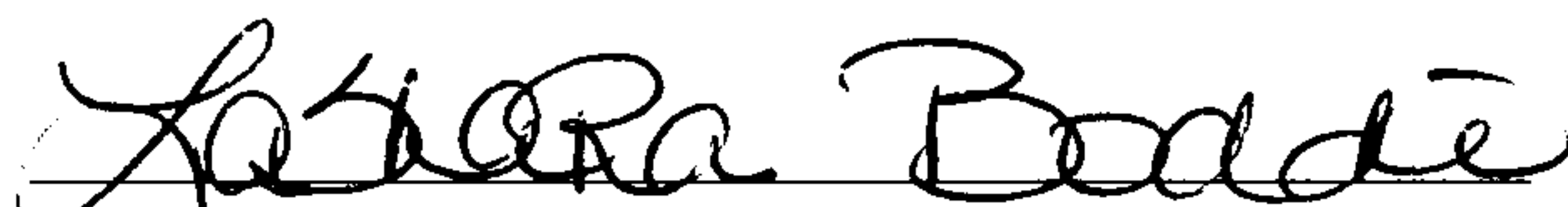


I, La'Shara Boddie, a Notary Public in and for said County, in said State, hereby certify that Kimberly Springer, whose name as Vice President of the MERS, Inc. as nominee for SunTrust Mortgage, Inc. a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the above and foregoing conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

NOTARY STAMP/SEAL




Given under my hand and official seal of office this  
22nd day of August, A.D., 2013.

  
NOTARY PUBLIC - La'Shara Boddie  
Notary Commission Expires: 5/31/2017

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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\_\_\_\_\_

  
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Loan No. \_\_\_\_\_

OWNER(S):

[Signature]  
Kim D. Earl

[Signature]  
Narie D. Earl

General Acknowledgement

STATE OF Alabama  
Shelby COUNTY

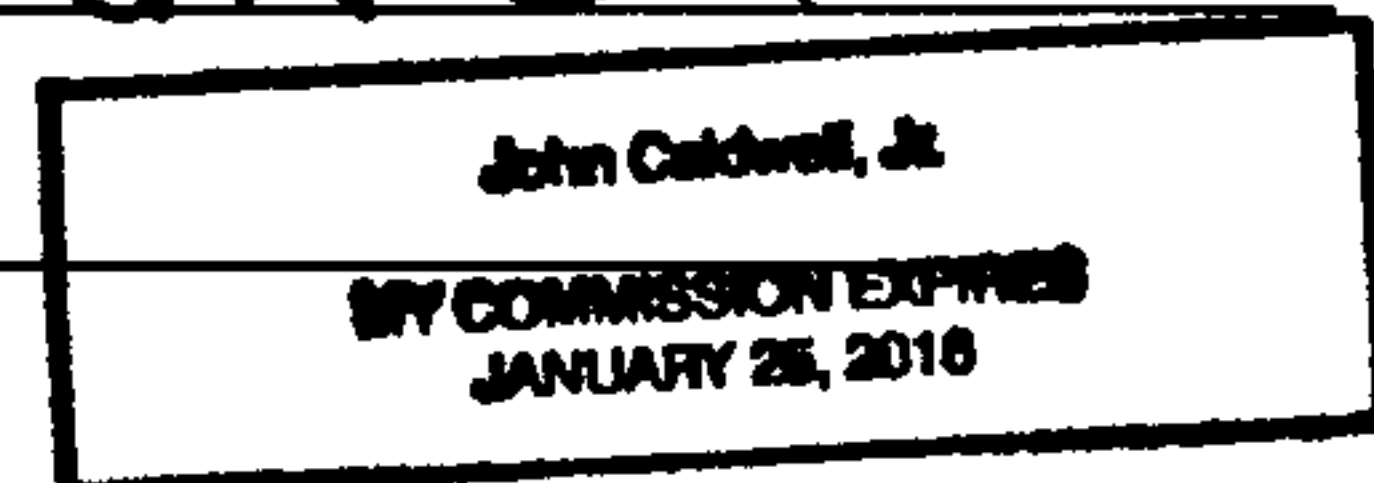
I, John Caldwell a Notary Public in and for said County, in said State, hereby certify that **Kim D. Earl and Narie D. Earl**, whose name(s) is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the above and 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  
5 day of September, 2013

[Signature]

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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