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STATE OF ALABAMA
COUNTY OF SHELBY

SUBORDINATION AGREEMENT

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(S).

THIS AGREEMENT, made this 4th day of September, 201³ by and among COMPASS BANK, a Corporation authorized to conduct business in the State of Alabama, and present owner, assignee and holder of a certain Mortgage "SUBORDINATE MORTGAGE" and Note, MICHAEL OSBORNE also known as MICHAEL E. OSBORNE and GINA OSBORNE, husband and wife, (individually or collectively "Grantor" for indexing purposes and hereinafter "Property Owner") and WELLS FARGO BANK, N.A., a Corporation authorized to conduct business in the State of Alabama, ("Grantee" for indexing purposes and hereinafter "LENDER"), proposing to accept a certain Mortgage "SUPERIOR MORTGAGE" and Note.

WITNESSETH

THAT WHEREAS, MICHAEL OSBORNE also known as MICHAEL E. OSBORNE and GINA OSBORNE, did execute a lien in the form of a Mortgage dated 03/31/2008, to COMPASS BANK, recorded on 04/08/2008, in DOC # 20080408000140950 in the Land Records of Shelby County, State of Alabama securing the payment of an indebtedness to COMPASS BANK in the approximate principal sum of \$75,460.00 with interest securing:

All that parcel of land in City of Helena, Shelby County, State of Alabama, as more fully described in Deed Doc # 20080408000140930, DOC # 20080408000140930, ID# 13-5-16-4-002-085.000, being

Prepared by Deeds on Demand, PC

5029 Corporate Woods Drive, Suite 225-A, Virginia Beach, VA 23462. 757-321-6936.

The attorney(ies) who prepared this instrument has/have not performed a title examination of the subject property and therefore makes no opinion or warranty as to the quality of title. The parties to this instrument agree they have reviewed, understand and accept its terms, acknowledge that they have read, understand and agree with the terms of the Deeds on Demand Invoice, Client Disclosure and Agreement (see www.deedsondemand.com/terms-of-service.aspx), and that the attorney/client relationship between the client(s) ordering and paying for the instrument and attorney(ies) preparing this instrument is strictly limited to the instrument's preparation. **Order # 26487**

known and designated as:

Lot 312, according to the survey of Hillsboro Subdivision Phase I, as recorded in Map Book 37, Page 104 A, B & C, in the Probate Office of Shelby County, Alabama.

Property Address: 509 Rosebury Road, Helena, AL 35080
Tax ID: 13-5-16-4-002-085.000

WHEREAS, Property Owner has executed, or is about to execute a Mortgage and Note in the estimated sum of \$215,310.00, (approximate) in favor of "Lender," payable with interest and upon the terms and conditions described therein, which Mortgage is to be recorded concurrently herewith; (said Mortgage hereinafter referred as "SUPERIOR MORTGAGE"); and

WHEREAS, it is a condition precedent to obtaining said loan that said SUPERIOR 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 SUBORDINATE MORTGAGE; and

WHEREAS, Lender is willing to make said loan provided the SUPERIOR MORTGAGE securing the same is a lien or charge upon the described property prior and superior to the SUBORDINATE MORTGAGE lien and provided that COMPASS BANK, or their authorized Trustee or Principal will specifically and unconditionally subordinate the lien (the SUBORDINATE MORTGAGE) to the lien in favor of Lender (SUPERIOR MORTGAGE); and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Grantees, and Grantor 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 as follows:

1. That said SUPERIOR 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 SUBORDINATE MORTGAGE lien in said order of priority.
2. That Lender would not make its loan above described without this subordination agreement.

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Shelby Cnty Judge of Probate, AL
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3. That this agreement shall be the whole and only agreement with regard to the subordination of the SUBORDINATE MORTGAGE lien above mentioned to the lien or charge of the SUPERIOR MORTGAGE in favor of the Lender above referred and shall supersede and cancel, but only insofar as would affect the priority among the Mortgages hereinbefore specifically described, and any prior agreements as to such subordination including, but not limited to those provisions, if any, contained in the lien first above mentioned, which provided for the subordination of the lien to a Mortgage.

4. COMPASS BANK, declares, agrees and acknowledges that:


a. They consent to and approve (i) all provisions of the Note and Superior 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; and

c. They intentionally and unconditionally waive, relinquish and subordinate their SUBORDINATE MORTGAGE lien above mentioned in favor of the lien or charge upon said land of the SUPERIOR MORTGAGE in favor of Lender above referred to and understand 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 into but for said reliance upon this waiver, relinquishment and subordination;

5. That signatory below for COMPASS BANK, represents and acknowledges that he/she has proper authority to execute this subordination agreement.

COMPASS BANK


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By 
Name: _____
Title: **OFFICER**

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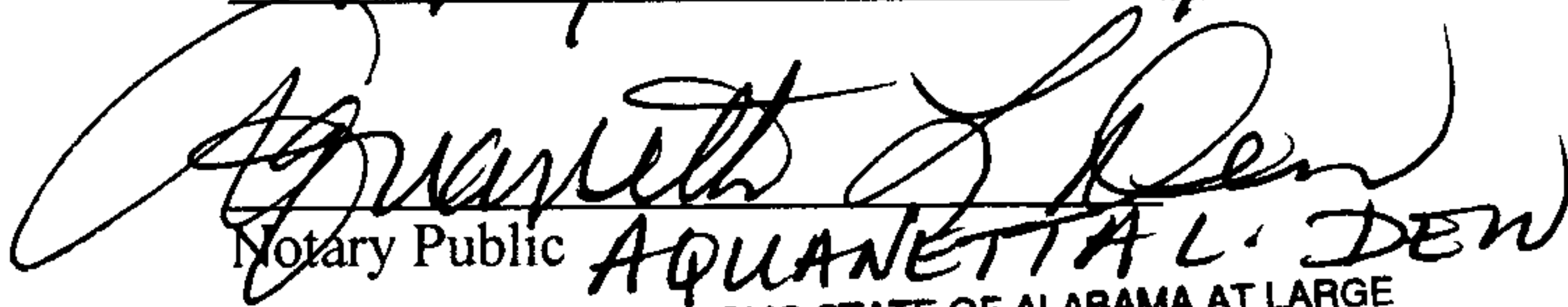
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STATE OF ALABAMA
COUNTY OF JEFFERSON;

I, the undersigned authority, a Notary Public, in and for the State of Alabama, hereby certify that SHARON KYSER as OFFICER for COMPASS BANK whose name 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 this conveyance they executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the 24 day of JULY, 2013.


Notary Public AQUANETTA L. DEN
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
Print name MY COMMISSION EXPIRES: Mar 8, 2014
My Commission expires: BONDED THRU NOTARY PUBLIC UNDERWRITERS


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Exhibit "A"

Legal Description

ALL THAT PARCEL OF LAND IN CITY OF , SHELBY COUNTY, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS LOT 312, ACCORDING TO THE SURVEY OF HILLSBORO SUBDIVISION PHASE I, AS RECORDED IN MAP BOOK 37, PAGE 104 A, B & C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BY FEE SIMPLE DEED FROM HPH PROPERTIES, LLC, ALABAMA LIMITED LIABILITY COMPANY AS SET FORTH IN DOC # 20080408000140930 DATED 03/31/2008 AND RECORDED 04/08/2008, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

509 ROSEBURY RD HELENA AL 35080-6816

Tax ID: 13-5-16-4-002-085.000

