

SUBORDINATION AGREEMENT

Borrower: **MICHAEL D HARTSOCK and PAULA MOUNTON HARTSOCK**

Property Address: **2331 SPRING IRIS DRIVE, HOOVER, AL 35244**

This Subordination Agreement dated 4/11/13, is between **COMPASS BANK**, (Junior Lender),

And, **BANK OF AMERICA, N.A.** (New Senior Lender).

RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of **\$35,000.00**

Dated 08/13/2006, and recorded in book _____ page _____, as Instrument Number 2005082944588 on 08/29/2005 (date), in SHELBY (County), ALABAMA (State).

The original Mortgage or Deed of Trust referenced above secures a home equity revolving line of credit. The \$35,000.00 principal amount of the line of credit secured by the original Mortgage or Deed of Trust is changed to \$50,000.00 on 3/22/2013. The credit agreement with this modification does not change the maturity date of the original Mortgage or Deed of Trust.

Borrowers are current owners of the Property, and wish to replace their current first position mortgage loan on the Property with a new first position mortgage loan secured by the Property from New Senior Lender in the new principal sum of \$216,474.00 Dated: 4/11/13. This will be the New Senior Security Instrument. *recorded on 4/24/2013 as Instrument # 2013042400016850*

1. Subordination of Junior Lender's Interest.

Junior Lender agrees that its security interest and all of Junior Lender's rights thereunder shall at all times be inferior and subordinate to the Senior Lender's new security instrument and Senior Lender's rights in the Property, including any extensions, renewals, or modifications up to a maximum amount of \$216,474.00, plus interest. Junior Lender consents without possibility of revocation, and accepts all provisions, terms and conditions of the New Senior Lender's Security Instrument.

2. No Subordination to Additional Matters

Junior Lender is subordinating its lien/security interest to the Senior Lender's security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien-security interest.

3. No Waiver of Notice

Upon the execution of the subordination of Junior Lender's security instrument to the new Senior Lender, the Junior Lender waives no rights it may have, if any, under the laws of the State in which the Property is located, or any Federal rights in which the Junior Lender may be entitled.

4. Assignment

This agreement shall be binding upon and inure to the benefit of the Junior Lender and Senior Lender, and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

5. Governing (Applicable) Law

This agreement shall be governed by the laws of the State in which the Property is located.

6. Reliance

This Agreement can be relied upon by all persons having an interest in the Property or the New Security Instrument.

7. Notice

Any notice or other communication to be provided under this agreement shall be in writing and sent to the parties at the address described in this Agreement, or such other address as the parties may designate in writing from time to time.

8. Entire Agreement (Integration)

This Agreement and any related documents represent the complete and integrated understanding between Junior Lender and New Senior Lender pertaining to the terms and conditions of this Agreement. Any waiver, modification, or novation of this agreement must be in writing, executed by New Senior Lender, (or its successors or assigns), or Junior Lender, (its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

9. Waiver of Jury Trial

Junior Lender and the New Senior Lender hereby waive any right to trial by Jury in any action arising out of, or based upon this Agreement.

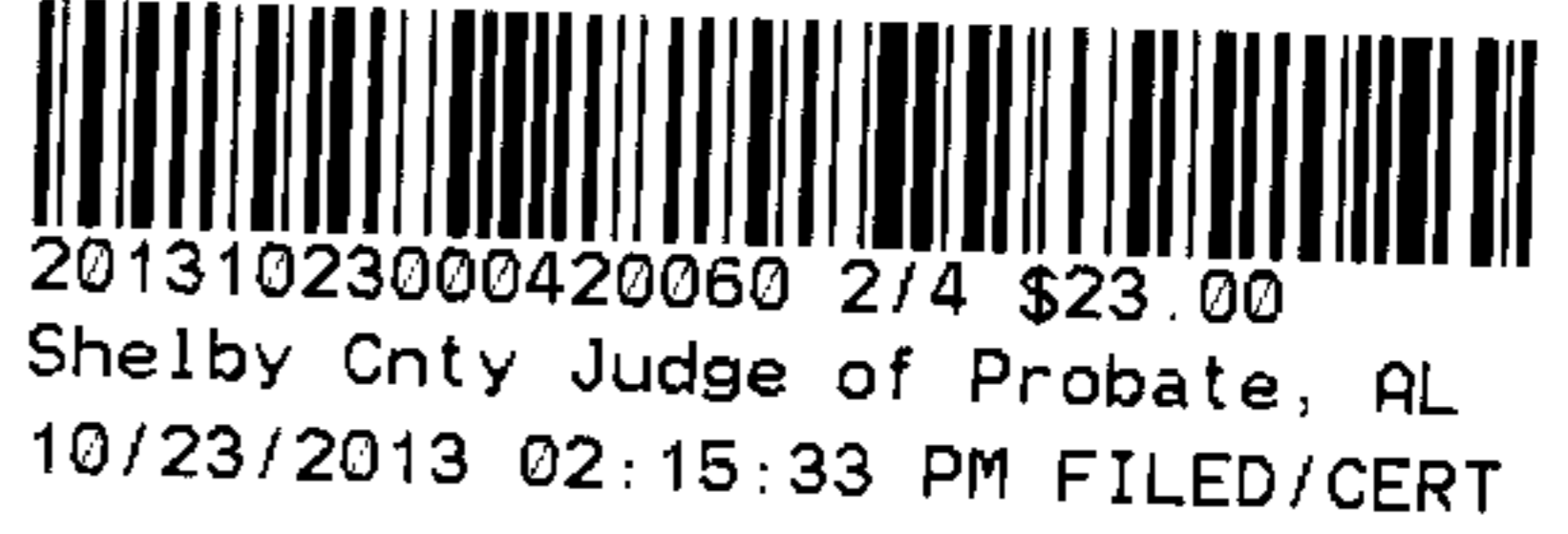
10. Acceptance

New Senior Lender and Junior Lender acknowledge that they have read, understand, and agree to the terms and conditions of this Agreement. This Agreement must be recorded within 90 days of the date of the Agreement, or the Agreement will be null and void.

Junior Lender: _____

Christie Graves

Title: Assistant Vice President of Compass Bank



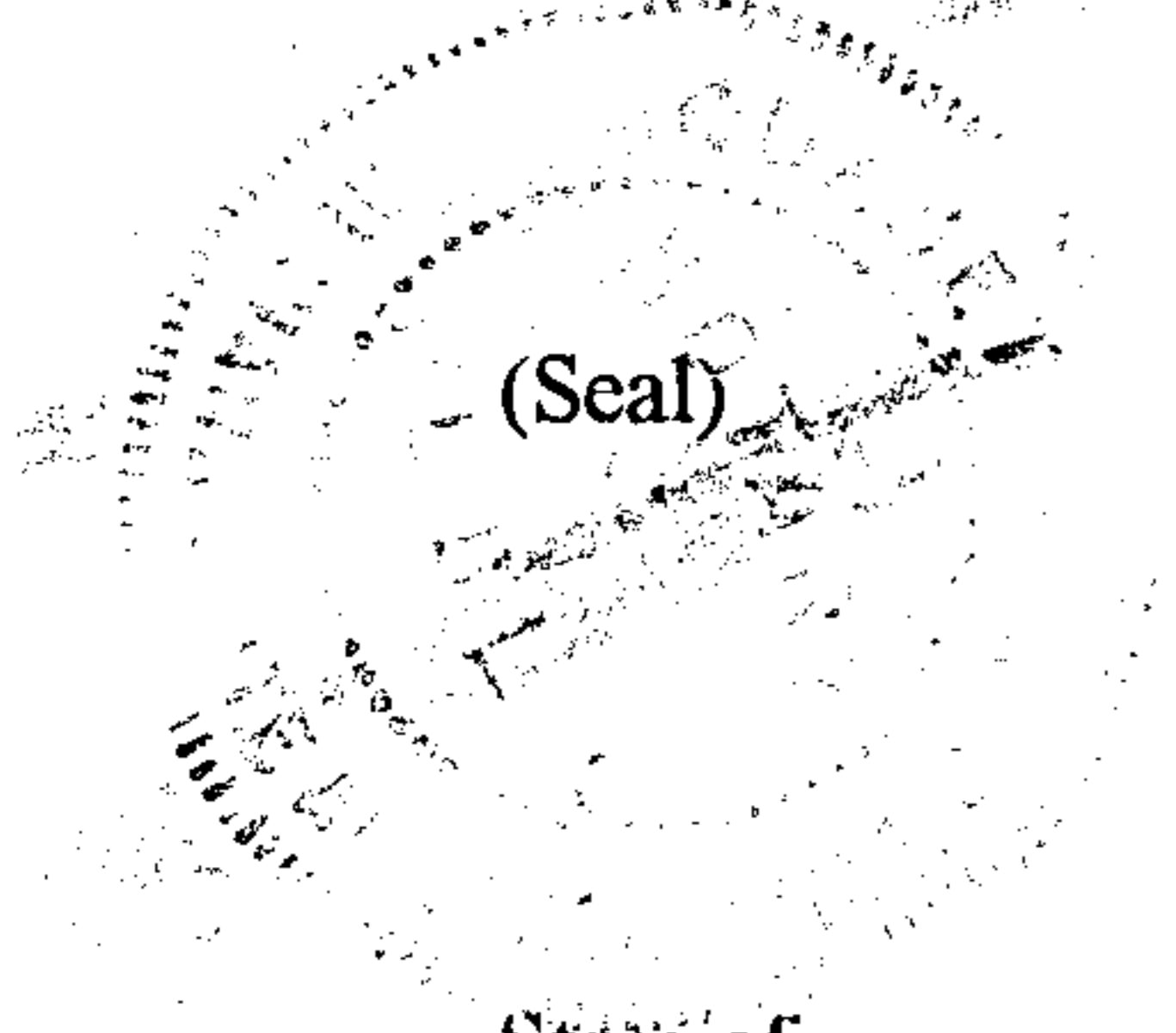
New Senior Lender: _____

Title: _____

The State of ALABAMA

County of JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CHRISTIE GRAVES whose name as Assistant Vice President of Compass Bank, a corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Assistant Vice President as aforesaid. Given under my hand this the 22 day of MARCH, 2013



(Seal)

Myranda L. Dew
Notary Public Myranda L. Dew
My commission expires: MARCH 8, 2014

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 8, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

State of _____

County of _____

I, _____ the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, as _____ (title) of _____ (institution) whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date. Given under my hand and official seal this _____ day of _____, 2013.

(Seal)

Notary Public

My commission expires: _____



20131023000420060 3/4 \$23.00
 Shelby Cnty Judge of Probate, AL
 10/23/2013 02:15:33 PM FILED/CERT

8. Entire Agreement (Integration)

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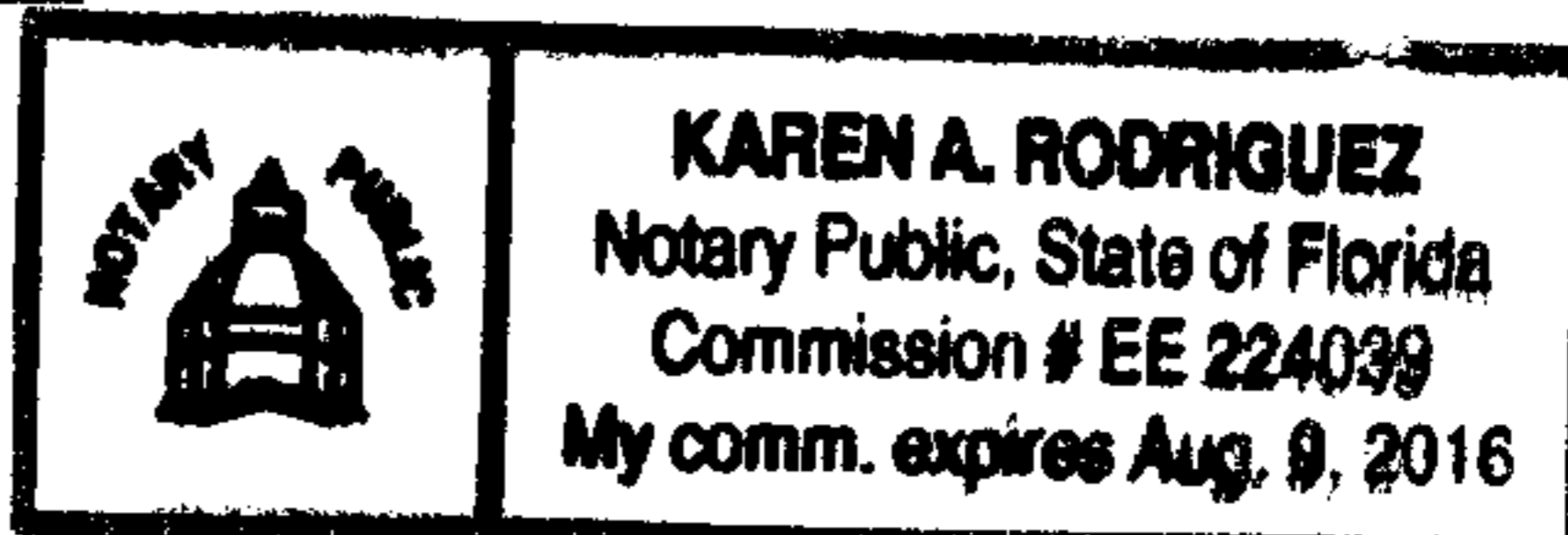
New Senior Lender and Junior Lender acknowledge that they have read, understand, and agree to the terms and conditions of this Agreement. This Agreement must be recorded within 90 days of the date of the Agreement, or the Agreement will be null and void.

Junior Lender: Christie Graves

Title: Assistant Vice President of Compass Bank

New Senior Lender: GP Kennedy

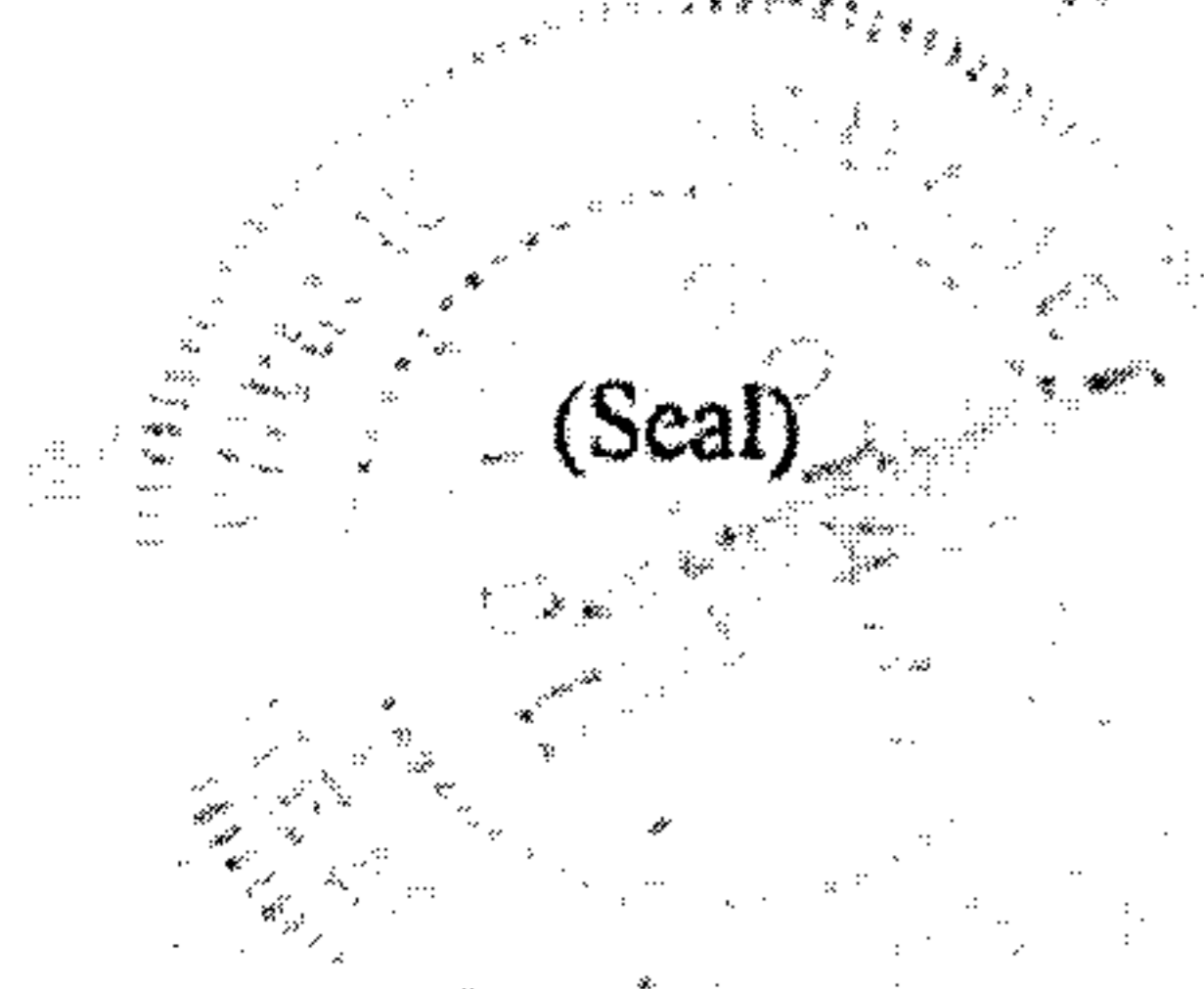
Title: AVP Bank of America



The State of ALABAMA

County of JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **CHRISTIE GRAVES** whose name as Assistant Vice President of Compass Bank, a corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Assistant Vice President as aforesaid. Given under my hand this the 22 day of MARCH 2013



(Seal)

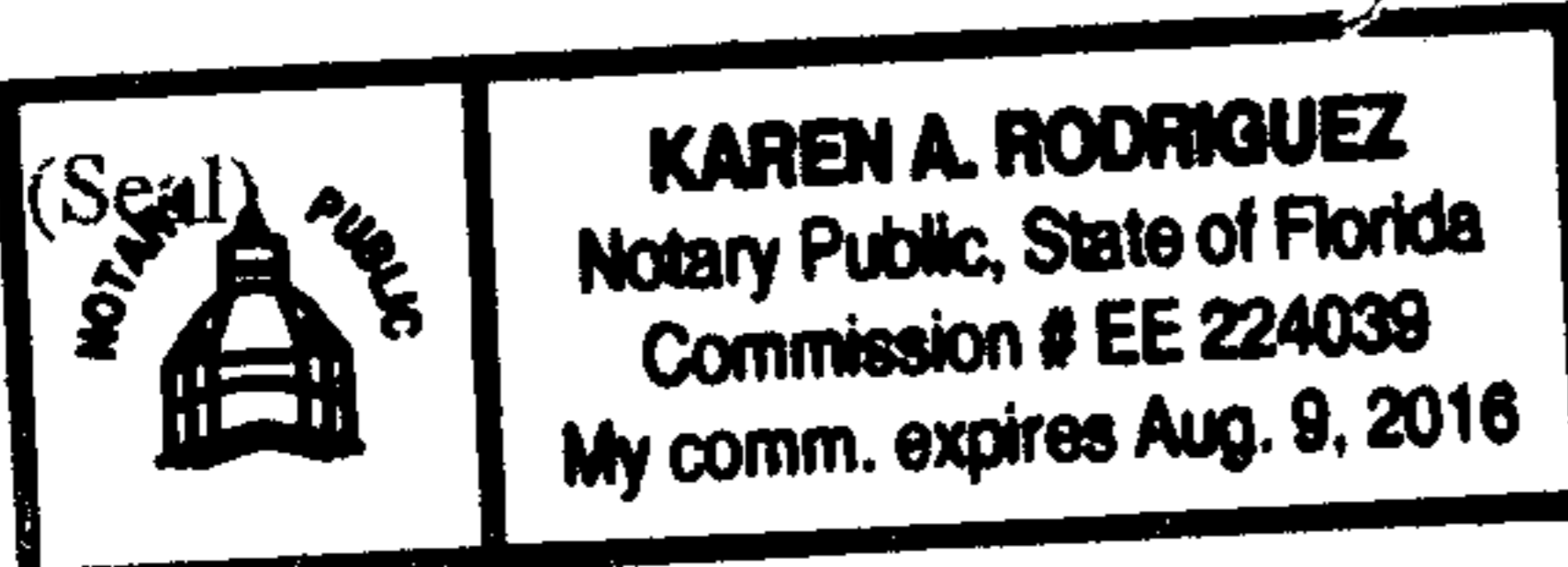
Karen A. Rodriguez
 Notary Public
 My commission expires: MARCH 8, 2014

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
 MY COMMISSION EXPIRES: Mar 8, 2014
 BONDED THRU NOTARY PUBLIC UNDERWRITERS

State of FLORIDA

County of BROWARD

Karen A. Rodriguez the undersigned, a Notary Public in and for said County, in said State, hereby certify that GRHAM BENTLEY, as ASS VP (title) of BANK OF AMERICA (institution) whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 25th day of MARCH, 2013.



Karen A. Rodriguez
 Notary Public

My commission expires: AUG 9, 2016

EXHIBIT A, PROPERTY DESCRIPTION

LEGAL DESCRIPTION



LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS ALL THAT CERTAIN PROPERTY SITUATED IN CITY OF HOOVER IN THE COUNTY OF SHELBY, AND STATE OF ALABAMA AND BEING DESCRIBED IN A DEED DATED 03/23/2001 AND RECORDED 04/04/2001 AS INSTRUMENT NUMBER 2001-123761 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:

LOT 2435, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB 24TH ADDITION, AS RECORDED IN MAP BOOK 10, PAGE 64, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL NO. 11 7 35 0 004 035.000

COMMONLY KNOWN AS:

2331 SPRING IRIS DR, HOOVER, AL 35244

 **HARTSOCK**
46824216
FIRST AMERICAN ELS
SUBORDINATION AGREEMENT


AL

*WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING*



20131023000420060 4/4 \$23.00
Shelby Cnty Judge of Probate, AL
10/23/2013 02:15:33 PM FILED/CERT