

#### SUBORDINATION AGREEMENT

Borrower: Steven and Sherry Johnson

Property Address: 104 Kensington Lane, Alabaster, AL 35007

This Subordination Agreement dated August 29, 2013 is between COMPASS BANK, (Junior Lender),

And, First Community Mortgage .(New Senior Lender).

#### **RECITALS**

COMPASS BANK, (Junior Lender), owns a	and holds a promissory note i	n the amount of	\$50,000
Dated June 19, 2006 and recorded in Volum	e 20060711000332480, Page	eor	
Document/Instrument Number	on July 11, 2006 (date) in S	helby (County),	Alabama (State).

The original mortgage or Deed of Trust referenced above secures a home equity revolving line of credit. The \$50,000 principal amount of the line of credit secured by the original Deed of Trust is changed to \$70,000. The current balance is \$69,843. The credit agreement with this modification and this modification does not change the maturity date of the original 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 \$119,600 Dated: 1/-8-2013. This will be the New Senior Security Instrument.

#### 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 \$119,600 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 to 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.

Title: Officer of Compass Bar	nk	
New Senior Lender:		
Title:		
The State of ALABAMA		
County of JEFFERSON  I, MUMBER  1, The second secon	<del></del>	or said County, in said State, hereby certif
informed of the contents of said	ho is known to me, acknowledged instrument, he, as such officer, as said corporation, acting in its cap	Compass Bank, a corporation is signed of before me on this day, that being and with full authority, executed the same pacity as Assistant Vice President as 7 of, 2013
(Seal)		Notary Public  Ay commission expires:
State of		TALABAMA ATLARGE
County of	NOTARY PUBLIC STATE NOTARY PUBLIC STATE NOTARY COMMISSION EX RONDED THRU NOTAR	OF ALABAMA AT LARGE PIRES: Mar 8, 2014 PUBLIC UNDERWRITERS PUBLIC UNDERWRITERS
I <u>.</u> hereby certify that		ublic in and for said County, in said State (title) of
known to me, acknowledged be	ution) whose name(s) is/are signe fore me on this day that, being involuntarily on the day the same be	d to the foregoing instrument, and who is formed of the contents of the instrument, ears date.
Siven ander my name and offic	ial seal this day of _	, 2013.
(Seal)		
		Notary Public

