

~~AFTER RECORDING~~
~~PLEASE RETURN TO:~~
TASHA CANADY
401 WEST VALLEY AVE
BIRMINGHAM, AL 35209

20131204000470740 1/4 \$23.00
Shelby Cnty Judge of Probate, AL
12/04/2013 03:10:53 PM FILED/CERT

SUBORDINATION AGREEMENT

Borrower: John R. Gay, SR and Sara B. Gay

Property Address: 50 County Road 45 Sterrett, AL 35147

This Subordination Agreement dated _____, is between COMPASS BANK, (Junior Lender),

And *Green Tree Servicing LLC, (New Senior Lender).

RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$ 55,478.00, with accompanying mortgage/deed of trust/security deed

Dated October 30, 2009, and recorded in book N/A, page N/A, as

instrument Number 200911160000425630 on November 16, 2009 (date),

in Shelby (County), Alabama (State).

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 \$ 138,715.00

Dated: _____. 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 there under 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 \$ 138,715.00, plus interest. Junior Lender consents without possibility of revocation, and accepts all provisions, terms and conditions of the New Senior Lender's Security Instrument.

*Recorded 10/31/13 Doc #20131031000431370

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.

Junior Lender: Sharon Kyser

Title: Officer of Compass Bank

New Senior Lender: _____

Title: _____

State of Alabama

County of Jefferson

I, the undersigned ADUANETTA DOW a Notary Public in and for said County, in said State, hereby certify that SHARON KYSER, as Officer of Compass Bank, 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 2 day of Oct,

2013 _____



(Seal)

Aduanetta L. Dow
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 _____

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: _____



20131204000470740 2/4 \$23.00
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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: Sharon Kyser

Title: Officer of Compass Bank

New Senior Lender: Clifford Young

Title: AUTHORIZED PERSON

State of Alabama

County of Jefferson

I, the undersigned AQUANETTA DOW, a Notary Public in and for said County, in said State, hereby certify that SHARON KYSER, as Officer of Compass Bank, 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 2 day of OCT 2013.

(Seal)

Aquanetta P. Dow
Notary Public
My commission expires AT LARGE

NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES: Mar 6, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

State of PA

County of Montgomery

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Clifford Young, as Auth Person (title) of GreenTree Servicing LLC (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 9th day of October 2013.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
SUSAN P. YOUNG, Notary Public
Upper Dublin Twp., Montgomery County (Seal)
My Commission Expires October 29, 2014

Susan P. Young
Notary Public



20131204000470740 3/4 \$23.00
Shelby Cnty Judge of Probate, AL
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Exhibit "A"

Real property in the City of **STERRETT**, County of **SHELBY**, State of **Alabama**, described as follows:

BEGIN AT THE NE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 1 EAST AND RUN WEST ALONG THE NORTH LINE OF SAID 1/4 - 1/4 SECTION 246.48 FEET; THENCE RUN 44 DEG. 53 MIN. 56 SEC. LEFT AND RUN 739.12 FEET TO THE NORTH R.O.W. LINE OF SHELBY COUNTY ROAD NO. 45; THENCE TURN 104 DEG. 51 MIN. 27 SEC. LEFT AND RUN ALONG SAID R.O.W. LINE 180.00 FEET; THENCE TURN 75 DEG. 08 MIN. 33 SEC. LEFT AND RUN 867.57 FEET TO THE P.O.B.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING FROM THE NORTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 1 EAST; THENCE FROM THE POINT OF COMMENCEMENT SOUTH 02 DEG. 21 MIN. 44 SEC. WEST A DISTANCE OF 341.56 FEET; THENCE NORTH 87 DEG. 38 MIN. 16 SEC. WEST A DISTANCE OF 309.04 FEET TO THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING SOUTH 45 DEG. 06 MIN. 33 SEC. WEST A DISTANCE OF 400 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SHELBY COUNTY ROAD NO. 45; THENCE NORTH 59 DEG. 53 MIN. 05 SEC. WEST ALONG THE NORTH RIGHT OF WAY LINE OF SHELBY COUNTY ROAD NO. 45 A DISTANCE OF 472.78 FEET TO A POINT; THENCE NORTH 51 DEG. 03 MIN. 33 SEC. EAST A DISTANCE OF 413.75 FEET; THENCE SOUTH 59 DEG. 52 MIN. 49 SEC. EAST A DISTANCE OF 428.73 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND IS LOCATED IN THE SE 1/4 OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 1 EAST, AND CONTAINS 4.0 ACRES, MORE OR LESS.

Being all of that certain property conveyed to JOHN R. GRAY, SR. AND SARA B. GRAY, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP from BRANDON REED, by deed dated 08/27/2004 and recorded 08/30/2004 AS INST. NO. 20040830000484190 of official records.

Commonly known as: 50 COUNTY ROAD 45, STERRETT, AL 35147

APN #: 05 4 19 3 003 006.000


 GAY
47713062

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


20131204000470740 4/4 \$23.00
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