

RECORDING REQUESTED BY
Keith Minch
MERS
AND WHEN RECORDED MAIL TO

RETURN TO:
First Title and Escrow
7361 Calhoun Pl Ste 200
Rockville, MD 20855

MERS 800# (1-888-679-6377)

MIN number : 100052550087734827

T-109748-13

3063

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.

THIS AGREEMENT, made this 16 day of December, 2013, by
David W. Gann

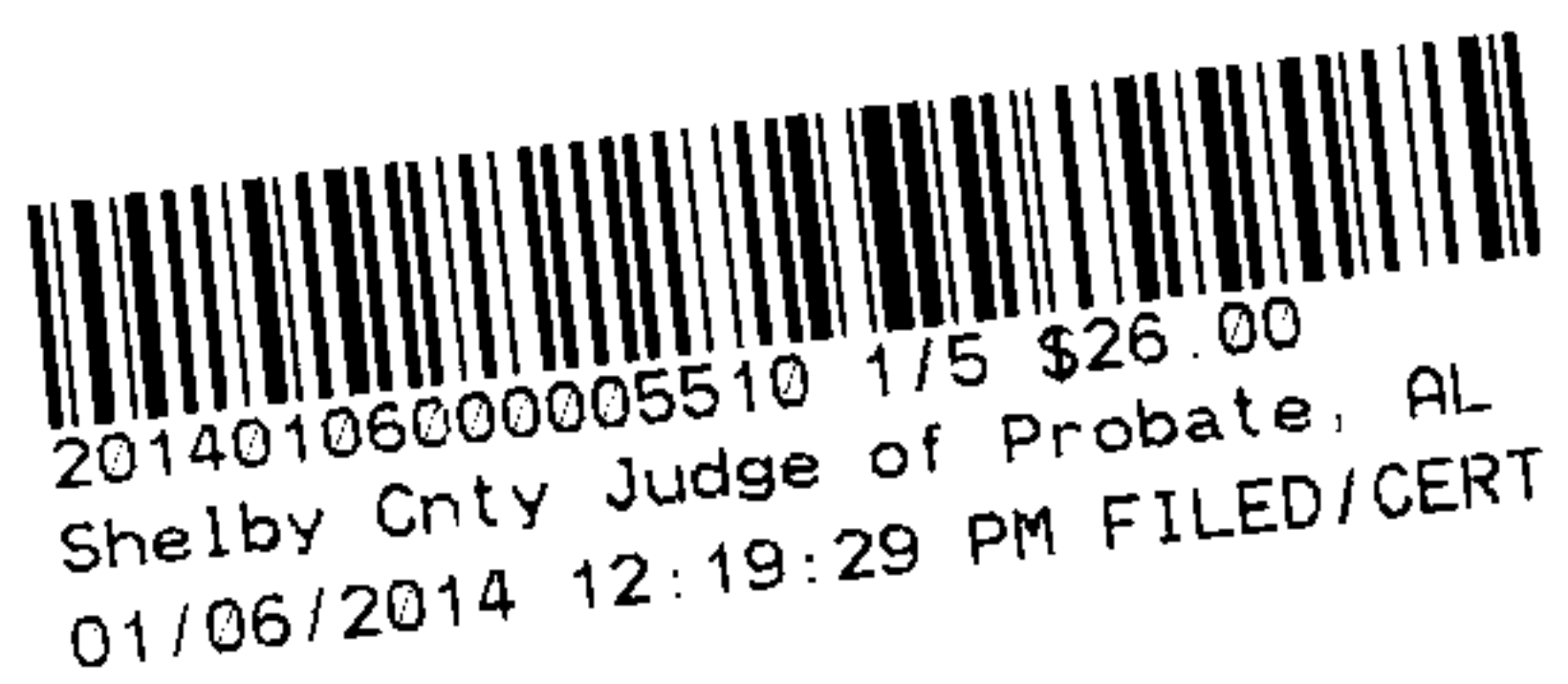
owner of the land hereinafter described and hereinafter referred to as "Owner", and

Mortgage Electronic Registration Systems, Inc., as Nominee for Henger Rast & Associates, LLC A Alabama Corporation, its successors and assigns

present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Owner did on 9/23/2005, execute a deed of trust to
MERS,
as trustee, covering:



to secure a note in the sum of \$ 112,300.00, dated 09/23/2005, in
favor of beneficiary, which deed of trust was recorded 11/02/2005, in book
page Doc#20051102000569190, Official Records of said county and is subject
and subordinate to the deed of trust next hereinafter described; and

WHEREAS, Owner has executed, or is about to execute, a note in the amount of
\$ 322,785.00, dated 12/27/2013, in favor of
Shore Mortgage Inst # 20140106000005500,
hereinafter referred to as "Lender", payable with interest and upon the terms and conditions

described therein, which note evidences an additional loan to be made by Lender to Owner under the terms and provisions of, and secured by, said deed of trust in favor of Lender; and

WHEREAS, it is a condition precedent to obtaining said additional loan that said deed of trust in favor of Lender, securing all obligations recited therein as being secured thereby, including but not limited to said additional loan, 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 deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said additional loan provided the deed of trust securing the same is a lien or charge upon said land prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of said deed of trust in favor of Lender; and

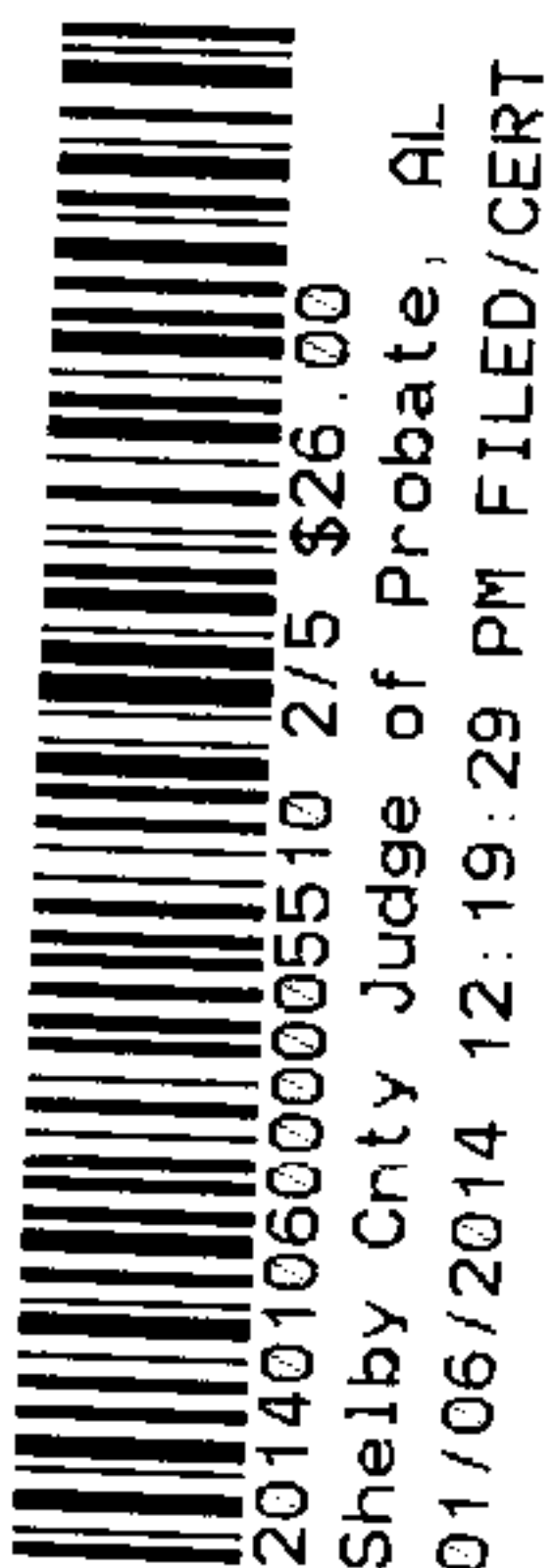
WHEREAS, it is to the mutual benefit of the parties hereto that Lender make said additional loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust 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 additional loan above referred to, it is hereby declared, understood, and agreed as follows:

- (1) That said deed of trust in favor of Lender, as to said additional loan as well as all other obligations recited as being secured thereby, and any renewals or extensions hereof, 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 deed of trust first above mentioned.
- (2) That Lender would not make its additional 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 deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees, and acknowledges that

- (a) He consents to and approves (i) all provisions of the note evidencing said additional loan and the deed of trust securing same, 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 additional 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;

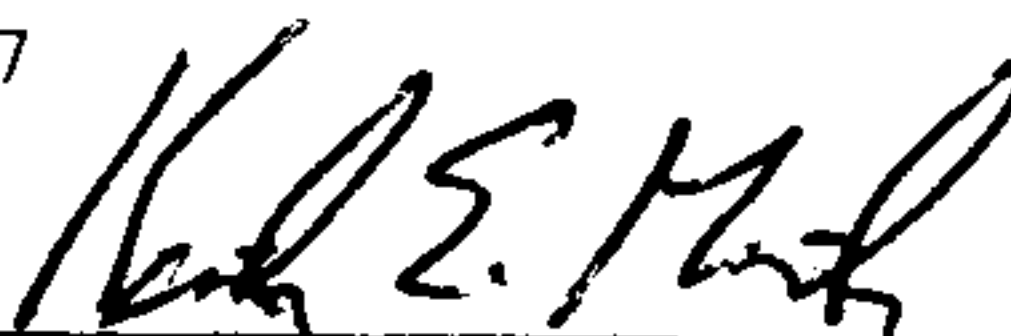
(c) He intentionally and unconditionally waives, relinquishes, and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender, as to said additional loan as well as all other obligations recited therein as being secured thereby, 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 into but for said reliance upon this waiver, relinquishment and subordination; and

(d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW 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 THE LAND.

Beneficiary Mortgage Electronic Registration Systems, Inc., as Nominee
for HENGER RAST & ASSOCIATES, LLC A ALABAMA CORPORATION, its
successors and assigns

MIN 100052550087734827



Keith E. Minch - ASSISTANT SECRETARY

Owner


20140106000005510 3/5 \$26.00
Shelby Cnty Judge of Probate, AL
01/06/2014 12:19:29 PM FILED/CERT

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

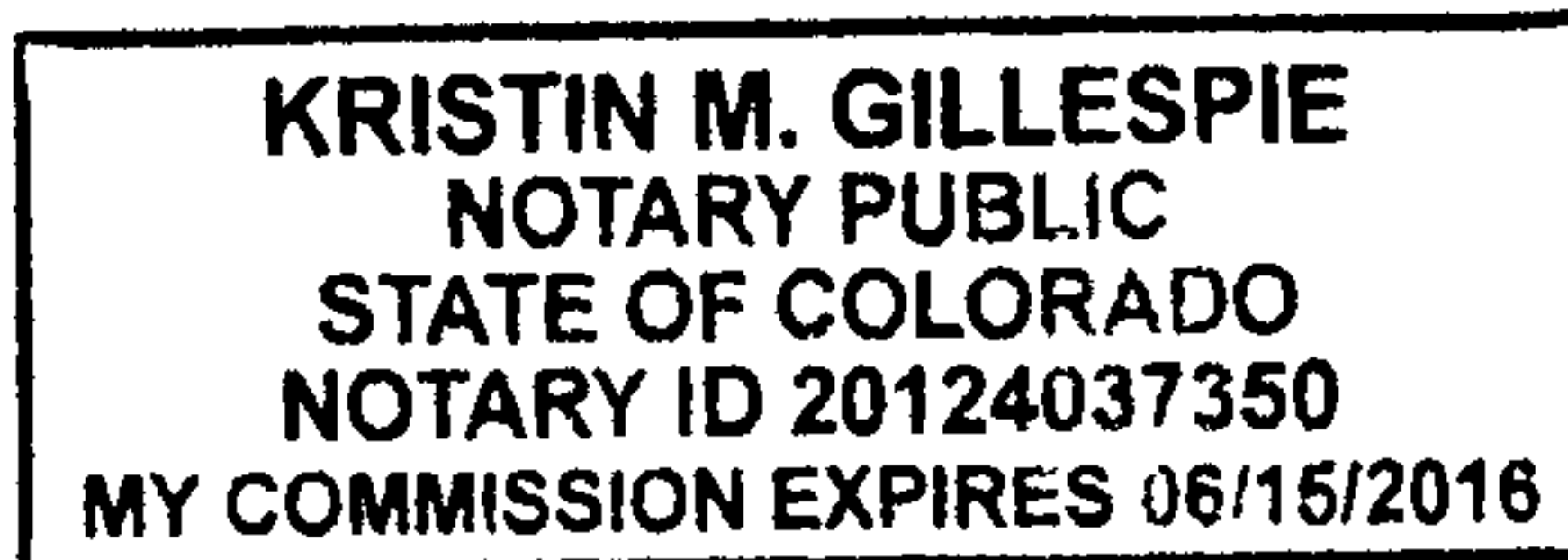
STATE OF Colorado
COUNTY OF Douglas

On December 16, 2013 before me, Kristin M. Gillespie, (here insert name and title of the officer), personally appeared KEITH E. MINCH - ASSISTANT SECRETARY who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kristin M. Gillespie (Seal)



CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

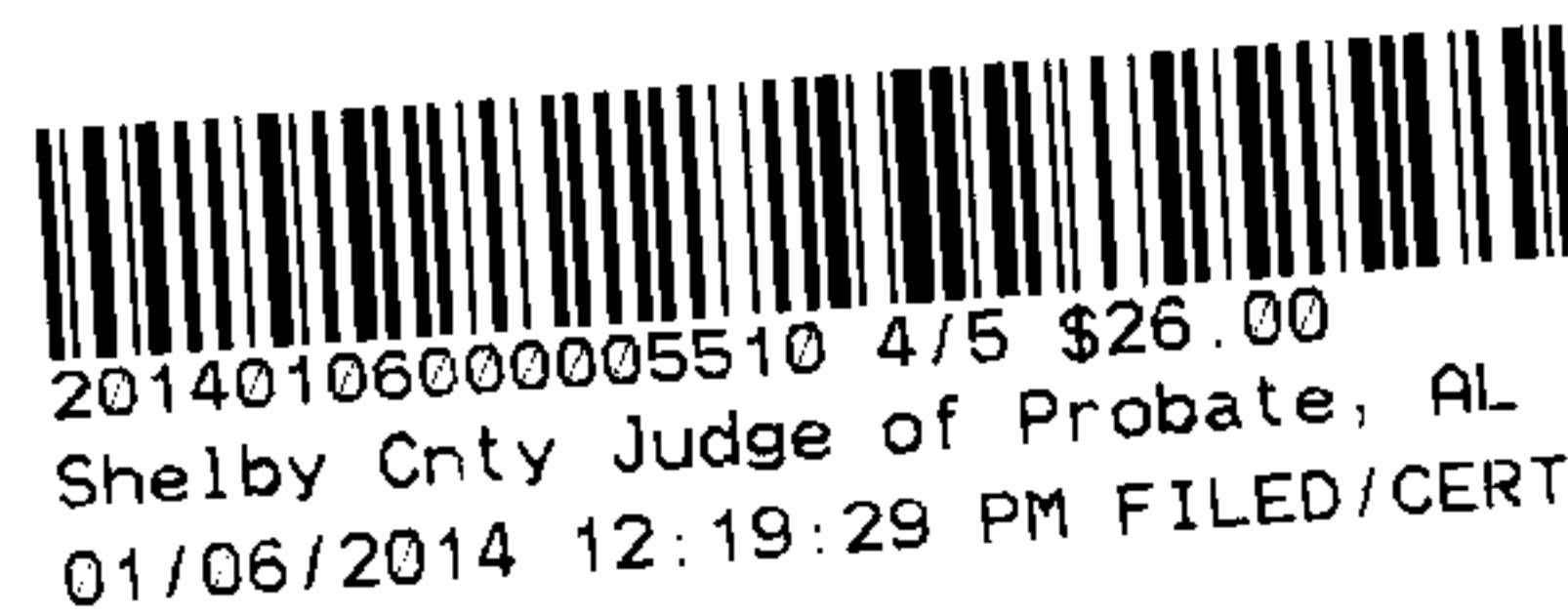
STATE OF CALIFORNIA,)
COUNTY OF _____)

On _____ before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA,)
COUNTY OF _____)

On _____ before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal) 4

LEGAL DESCRIPTION

**THE FOLLOWING DESCRIBED REAL ESTATE, LYING AND BEING IN THE COUNTY OF
SHELBY, STATE OF ALABAMA, TO-WIT:**

**LOT 2805, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, 28TH SECTOR, AN
EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 34, PAGE 30, IN THE PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.
TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON
AREA ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS
AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, A RESIDENTIAL
SUBDIVISION, RECORDED AS INSTRUMENT #1994-07111 AND AMENDED IN INST. #1996-17543
AND FURTHER AMENDED IN INST. # 1999-31095 IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 28TH SECTOR,
RECORDED AS INSTRUMENT NO. 20041109000615190 IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS
HEREINAFTER COLLECTIVELY REFERRED TO AS, THE "DECLARATION").**

PARCEL ID: 09 2 09 0 014 005.000

**Being the same property as transferred by Warranty Deed on 08/25/2005 and recorded 09/09/2005 from R
& S CUSTOM HOMES, INC., AN ALABAMA CORPORATION to DAVID W. GANN , A Married Man,
recorded in Document Number 20050909000468620**


20140106000005510 5/5 \$26.00
Shelby Crty Judge of Probate, AL
01/06/2014 12:19:29 PM FILED/CERT