

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT ("Agreement"), dated the 19th day of February, 2014 is executed by RLI Insurance Company ("the Junior Lienor"), in favor of Household Finance Corporation of Alabama ("the Senior Lienor").

Recitals

A. WHEREAS, Matt and Karla Stoner ("the Mortgagors") executed those certain mortgages dated May 5, 2005 in favor of Homequest Capital Funding, LLC and recorded as Instrument Nos. 20050509000220330 and 20050509000220340 in the Office of the Judge of Probate of Shelby County, Alabama ("the Prior Mortgages") encumbering certain property located at 233 Creekstone Trail, Calera, Alabama 35040 and more particularly described in Exhibit A hereto ("the Property").

B. WHEREAS, the Mortgagors refinanced the Prior Mortgages with the Senior Lienor and in connection therewith executed that certain mortgage dated July 11, 2007 in favor of the Senior Lienor and recorded as Instrument No. 20070718000335740 in the Office of the Judge of Probate of Shelby County, Alabama ("the Senior Mortgage") encumbering the Property.

C. WHEREAS, the Junior Lienor obtained a judgment against one of the Mortgagors, Karla Stoner, on March 21, 2007 and recorded the judgment as Instrument No. 20070404000153700 in the Office of the Judge of Probate of Shelby County, Alabama on April 4, 2007 ("the Junior Lien").

D. WHEREAS, a dispute arose between the Senior Lienor and the Junior Lienor regarding the priority between the Senior Mortgage and the Junior Lien.

E. WHEREAS, the Senior Lienor and the Junior Lienor wish to resolve their differences as to the priority between the Senior Mortgage and the Junior Lien.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and in further consideration of \$3,000 and other good and valuable consideration in hand paid to the Junior Lienor, the receipt and sufficiency of which is hereby acknowledged, the Junior Lienor covenants and agrees as follows:

SECTION I. Subordination. The Junior Lien shall at all times be subject and subordinate in all respects to the Senior Mortgage and to all extensions, renewals, consolidations and modifications thereof, or replacements and supplements thereto with the same force and effect as if the Senior Mortgage had been executed, acknowledged, delivered and recorded prior to the entry and recordation of the Junior Lien.

SECTION II. Successors and Assigns. This Agreement shall be binding upon and inure to the parties, their respective heirs, successors and assigns, and the terms "Junior Lienor" and

"Senior Lienor," as used in this Agreement, shall include their respective heirs, successors and assigns.

SECTION III. Further Assurances. The Junior Lienor shall execute any other or further documents that may be necessary to effectuate the subordination of the Junior Lien to the Senior Mortgage and to fully cooperate with the Senior Lienor in effectuating said subordination.

SECTION IV. Scope. This Agreement is executed in order to establish the priority of the Senior Mortgage (and all extensions, renewals, consolidations and modifications thereof, or replacements or supplements thereto) and should not be construed as having any effect on the issue of priority between the Junior Lien and any other lien.

IN WITNESS WHEREOF, Junior Lienor, RLI Insurance Company, has executed this Agreement as of the day and year first above written.

JUNIOR LIENOR:

RLI Insurance Company

By:

Bonnie Heitman

Bonnie Heitman
Please Print Name Above

Its:

Misc Surety Claim Director
Please Print Title Above

STATE OF Washington
COUNTY OF King

I, Carleen M Williams Notary Public in and for said County in said State, hereby certify that Bonnie Heitman in his/her capacity as Claims Director of RLI Insurance Company, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that being informed of the contents of said instrument, he/she, with full authority, executed the same voluntarily for and as the act of RLI Insurance Company.

SWORN to and SUBSCRIBED before me on this the 19th day of February, 2014.

[NOTARIAL SEAL]



Carleen M Williams
NOTARY PUBLIC
My commission expires: 05-04-16

EXHIBIT A

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

LOT 92, ACCORDING TO THE FINAL PLAT OF STONECREEK, PHASE 1,
AS RECORDED IN MAP BOOK 32, PAGE 92, IN THE PROBATE OFFICE
OF SHELBY COUNTY, ALABAMA.

SUBJECT TO EXISTING EASEMENTS, CURRENT TAXES, RESTRICTIONS
AND COVENANTS, SET-BACK LINES AND RIGHTS OF WAY, IF ANY, OF
RECORD.

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY. TAX MAP OR
PARCEL ID NO.: 28-3-06-0-002-013.000
