



20140417000112140 1/4 \$23.00  
Shelby Cnty Judge of Probate, AL  
04/17/2014 12:14:26 PM FILED/CERT

Prepared by: SunTrust Bank  
When Recorded Return To:  
Real Advantage, LLC  
1000 Commerce Dr., 5<sup>th</sup> Floor  
Pittsburgh, PA 15275

## SUBORDINATION AGREEMENT

**THIS SUBORDINATION AGREEMENT** is given this 7TH day of FEBRUARY, 2014, by and between SUNTRUST MORTGAGE, INC. ("New Lender"), and SunTrust Bank ("SunTrust").

### WITNESSETH

WHEREAS, SunTrust is the owner and holder of that certain promissory note or line of credit agreement dated APRIL 14, 2006, (the "Agreement"), given by one or more borrowers as described in the Agreement ("Borrower," whether one or more); and

WHEREAS, WILLIAM P CARROLL AND ALINE W CARROLL; HUSBAND AND WIFE ("Owner," whether one or more) is the owner of certain real property located in SHELBY County, State of ALABAMA (the "Property"), more fully described as:

*See attached Schedule/Exhibit "A" for full Legal Description; and*

WHEREAS, in order to secure repayment of obligations incurred by Borrower under the Agreement, and any and all renewals, extensions, substitutions and modifications thereof, Owner granted a Deed to Secure Debt, Deed of Trust or Mortgage of even date with the Agreement (the "Security Instrument"), in the amount of \$48,000.00 which granted a lien upon the Property and which was recorded on MAY 12, 2006, in Deed, Trust, Liber or Official Record Book ("Book"), Page , or as Instrument Number 20060512000225360, in the Register's, Recorder's or Clerk's Office for SHELBY County, State of ALABAMA (the "Recording State and County"); and

*(Check if and as applicable; if all are unmarked, this means the Agreement and Security Instrument were executed in favor of SunTrust):*

☐ WHEREAS, SunTrust was formerly known as

☐ WHEREAS, SunTrust is successor by merger to

☐ WHEREAS, the Agreement and Security Instrument were originally executed by Borrower and Owner, respectively, in favor of ("Original Creditor"), and all right, title and interest in and to the Agreement and Security Instrument were assigned by Original Creditor to SunTrust (or its predecessor in interest) by virtue of that certain Assignment recorded in the Recording State and County in Book , Page or as Instrument Number .

**AND** *(Choose if applicable):*

☐ The Agreement and/or Security Instrument were previously modified as follows: ; and

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WHEREAS, Owner desires to refinance the loan which was secured by a first lien on the Property and as a condition of the refinance, New Lender requires SunTrust to subordinate the lien of its Security Instrument to the lien created by New Lender; and


WHEREAS, SunTrust has agreed to subordinate the lien on the Property created by its Security Instrument to the lien which has been or will be granted by Owner to New Lender.

☐ If this box is checked, SunTrust's agreement to subordinate its lien is expressly conditioned upon Borrower and/or Owner's execution of a Modification of Security Instrument dated , providing for a modified credit limit of \$ ("Modification"), and recordation of the Modification contemporaneously herewith. Therefore, failure to record the executed Modification will result in this Subordination Agreement being of no force or effect.

NOW THEFORE, in consideration of the foregoing and for the express purpose of inducing New Lender to refinance the first loan for Borrower, SunTrust hereby agrees and confirms that its lien secured by the Property, as described above, and any and all advances made under this loan or line of credit after this date are hereby inferior and subordinate to the lien upon the Property, created by the Security Instrument granted or given by Owner to New Lender up to the original principal balance of \$94,800.00, for the purpose of refinancing the first lien on the Property.

Nothing contained herein shall otherwise modify or affect the lien of SunTrust or New Lender in the Property except as herein specifically stated.

[Signatures appear on the following page]

  
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IN WITNESS WHEREOF, the parties hereunto set their hand and seal as of the date set forth above.

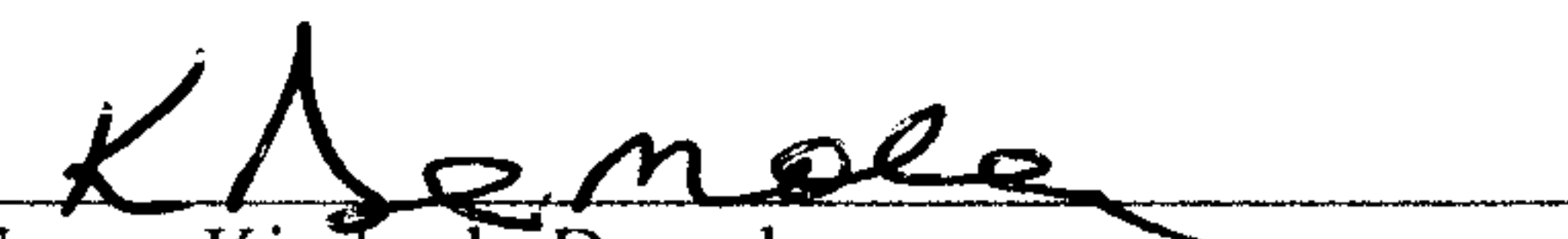
**Witness Signatures (Two signatures are required)**

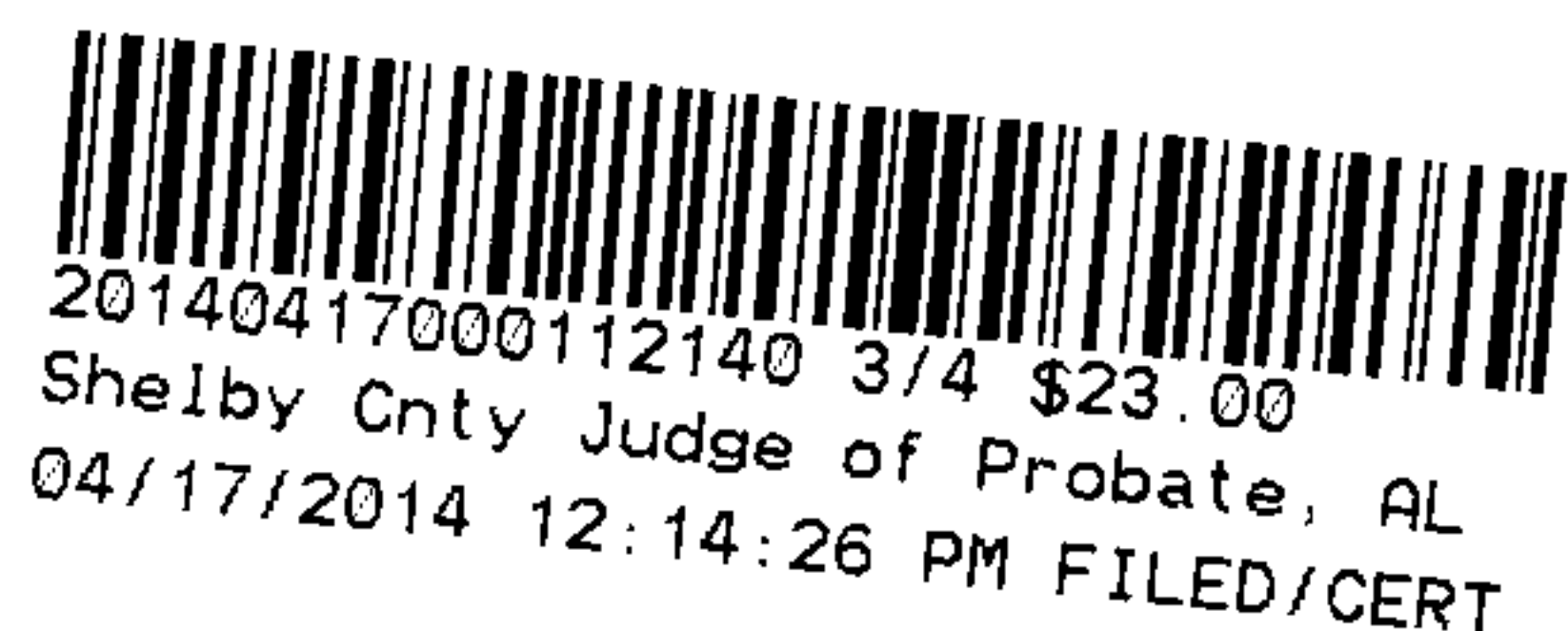
Signed, sealed and delivered in the presence of:

  
Witness: Jackie Copeland

  
Witness: Kimberly Cahill

**SUNTRUST BANK**

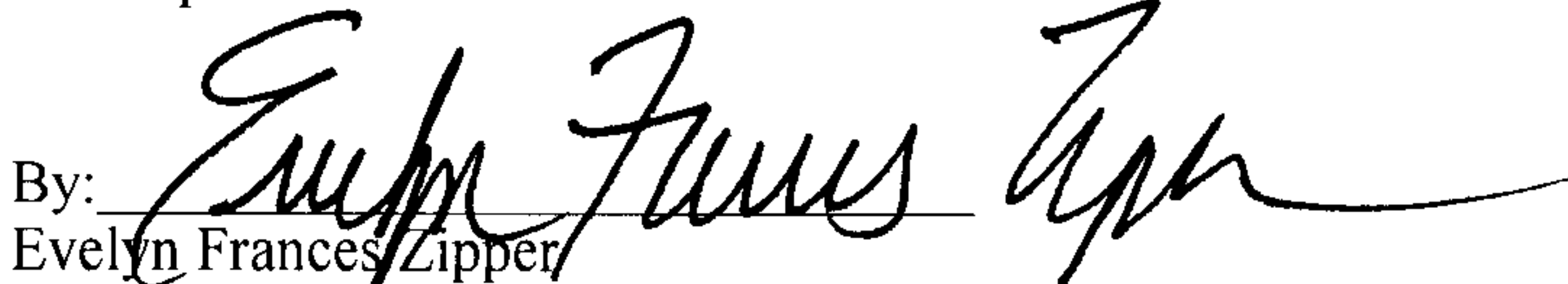
By:   
Print Name: Kimberly Demola  
Title: Vice President



**STATE OF FLORIDA** )  
**CITY/COUNTY OF ORANGE** )

**PROBATE/ACKNOWLEDGMENT**

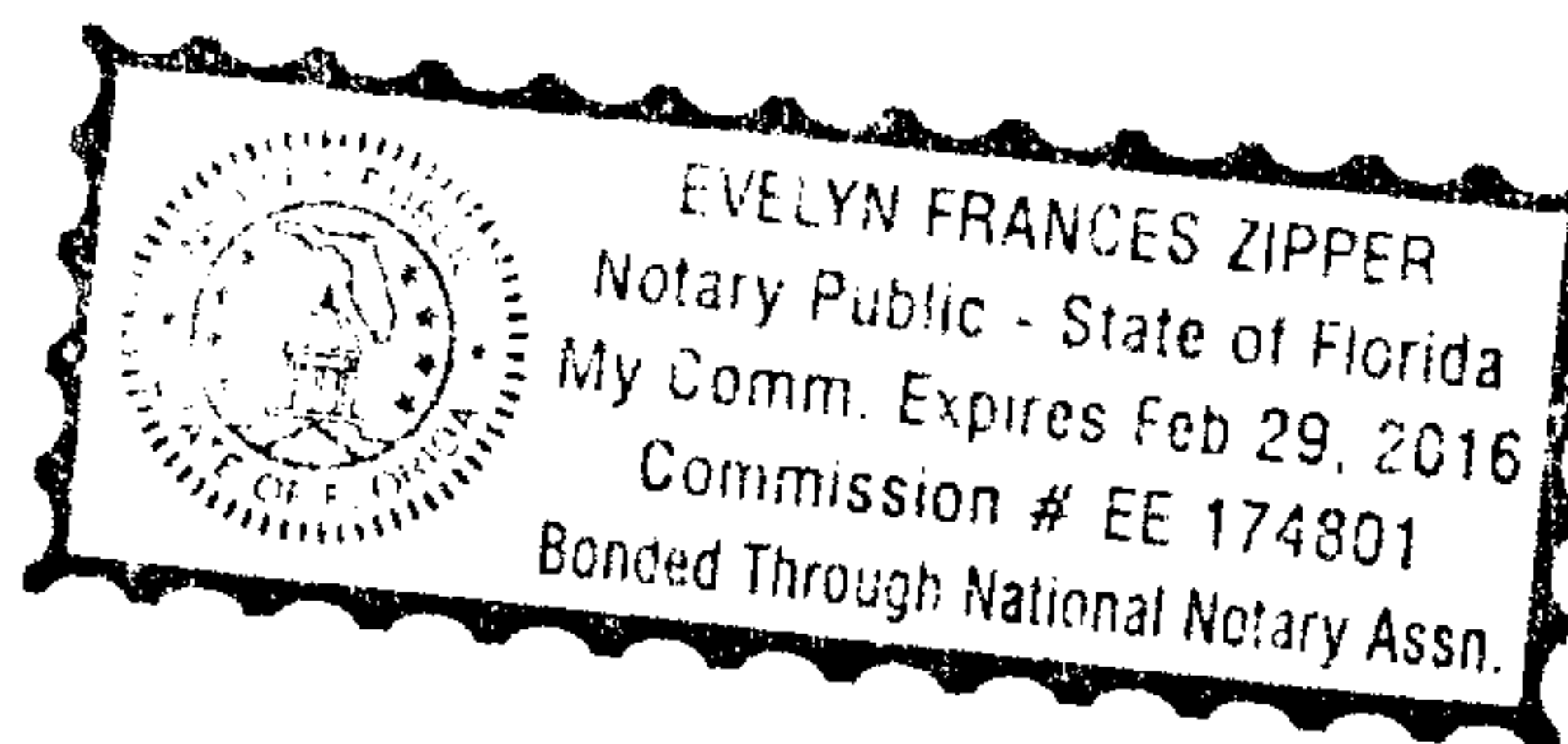
On this 7TH day of FEBRUARY, 2014, before me, the undersigned Notary Public, personally appeared Kimberly Demola and known to me to be the Vice President, authorized agent for SunTrust Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of SunTrust Bank, duly authorized by SunTrust Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of SunTrust Bank.

By:   
Evelyn Frances Zipper

Residing at: 7455 Chancellor Drive  
Orlando, Florida 32809

Notary Public in and for the County of Orange

My commission expires: \_\_\_\_\_



## **EXHIBIT A**

SITUATE in the County of Shelby, State of Alabama:

LOT 75 according to the survey of St. Charles Place, Phase 2, Sector 6 as recorded in Map Book 21, Page 77 in the Probate Office of Shelby County, Alabama.

Tax ID No.: 135212000005085



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