

~~After Recording~~  
Please return to:  
Katie Posey  
AL BI HW RTS  
401 W Valley Ave  
Homewood, AL 35209

20140514000144620  
05/14/2014 10:00:24 AM  
SUBAGREM 1/4

SUBORDINATION AGREEMENT

Borrower: PATRICIA RIPPERDAN

Property Address: 732 HEATHERWOOD DR, BIRMINGHAM, AL 35244  
This Subordination Agreement dated April 11, 2014, is between COMPASS BANK, (Junior Lender), and GREEN TREE SERVICING LLC, (New Senior Lender).

8289765

RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$80,000.00 dated 10/08/2004, and recorded as instrument number 200411-26110 on 11/15/2004, in SHELBY (County), ALABAMA (State).

**The original mortgage or Deed of Trust referenced above secures a home equity revolving line of credit. The \$80,000.00 principal amount of the line of credit secured by the original Deed of Trust is changed to \$220,000.00 on APRIL 4, 2008. The credit limit adjustment 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 \$94,000.00 Dated : 4-25-14 This will be the New Senior Security Instrument. *Recorded 5/8/2014 #201405080001392-10*

**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 \$94,000.00, plus interest. Junior Lender consents without possibility of revocation, and accepts all provisions, terms and conditions of the New Senior Lender's Security Instrument.

**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)**

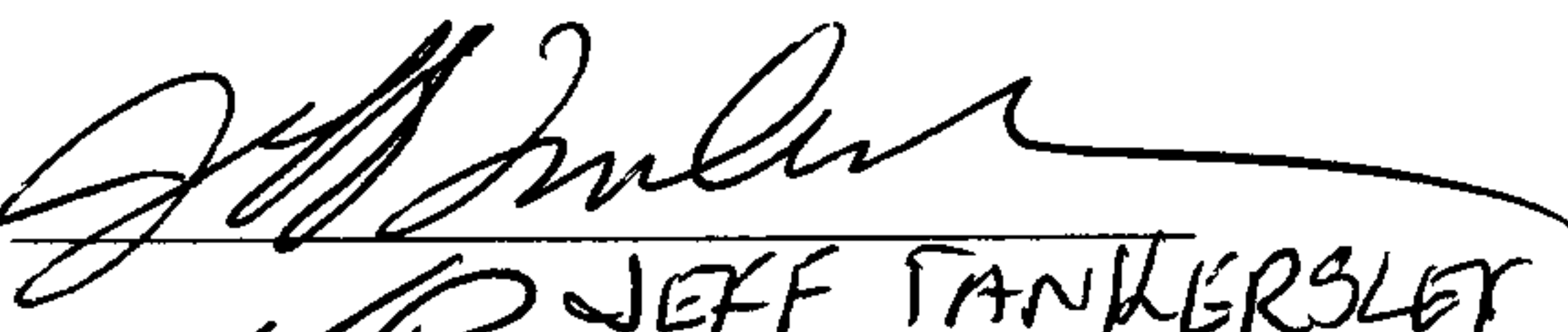
This Agreement and any related documents represent the complete and integrated understanding between Junior Lender and New Senior Lender pertaining to the terms and conditions of this Agreement. Any waiver, modification, or novation of this agreement must be in writing, executed by New Senior Lender, (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:   
Title: VP JEFF TANKERSLEY of Compass Bank

New Senior Lender: \_\_\_\_\_

Title: \_\_\_\_\_

State of Alabama

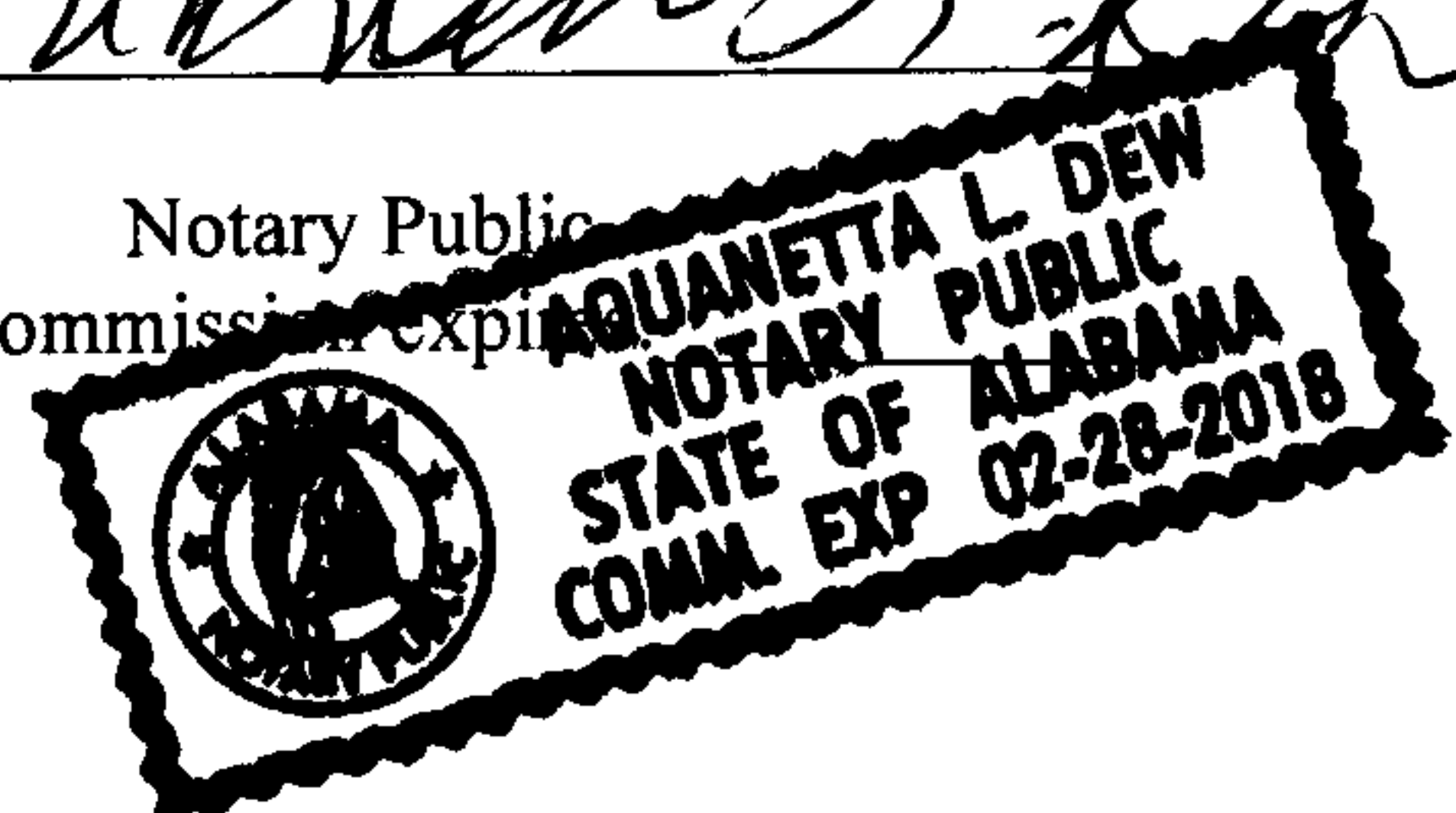
County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JEFF TANKERSLEY, as VP Vice President 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 14 day of APRIL, 2014

(Seal)

Notary Public  
My commission expires



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: \_\_\_\_\_



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: [Signature]

Title: VP of Compass Bank

New Senior Lender: [Signature]

Title: Authorized Person

State of Alabama

County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JEFF TANKERSLEY, as — Vice President 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 14 day of APRIL, 2014

(Seal)

[Signature]  
Notary Public  
My commission expires 02-28-2018  
**NOTARIAL SEAL  
AQUANETTA L. DEW  
NOTARY PUBLIC  
STATE OF ALABAMA  
COMM. EXP. 02-28-2018**

State of Pennsylvania  
County of Montgomery

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kimberly L. Coia, as authorized person (title) of Green Tree (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 16th day of April, 2014

**NOTARIAL SEAL  
SHARON LIGGIO  
Notary Public  
ABINGTON TWP., MONTGOMERY COUNTY  
My Commission Expires Feb 1, 2018**

[Signature]  
Notary Public  
My commission expires: 2/1/14

**EXHIBIT 'A'**

File No.: **8289765n (pf)**

Property: **732 HEATHERWOOD DR, BIRMINGHAM, AL 35244**

**LOT 14, ACCORDING TO THE SURVEY OF HEATHERWOOD, 1ST SECTOR, AS RECORDED IN  
MAP BOOK 8, PAGE 27 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY  
COUNTY, ALABAMA.**

**A.P.N. 10 2 09 0 001 001.029**

 **RIPPERDAN  
48534226**

**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*



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
05/14/2014 10:00:24 AM  
\$23.00 KELLY  
20140514000144620

A handwritten signature in black ink, likely of the County Clerk, is written over the bottom right of the recording information.