

20141006000311890  
10/06/2014 08:14:25 AM  
SUBAGREM 1/4

This instrument prepared by:

Denise Clements/BRYANT BANK  
2700 Cahaba Village Plaza  
Mountain Brook, Al 35243

Loan Number: 6000147031

STATE OF ALABAMA )

Shelby COUNTY )

### SUBORDINATION AGREEMENT

This Mortgage Subordination Agreement is made and entered into effective the 5<sup>th</sup> day of May, 2014, by and between BRYANT BANK ("Secured Party") and Green Tree Servicing LLC, ("First Mortgage Lender".)

#### W-I-T-N-E-S-S-E-T-H

WHEREAS, Harriet Munoz and Bernardo Munoz, (collectively, the "Mortgagors") is/are the owners of certain real property and improvements located in Shelby County, Alabama, being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Collateral".); and

WHEREAS, Bernardo Munoz and Harriet Munoz (collectively, the "Borrowers") previously obtained a loan from Secured Party in the original principal amount of Thirty Three Thousand Two Hundred Seventy Five Dollars and No/100 (33,275.00); said loan having been secured by, among other things, a mortgage on the Collateral which was recorded on 11/02/2007, in Instrument # 20071102000508940 and Modification of Mortgage recorded 10/25/12 in Instrument # 20121025000410380 to increase the loan balance to Thirty Four Thousand Two Hundred Eighty One Dollars and 46/100 (\$34,281.46), in the Probate Office of Shelby County, Alabama (the "Mortgage");

WHEREAS, the Borrowers have obtained a loan from First Mortgage Lender, its successors and/or assigns as their interests may appears, as evidenced by that certain promissory note of even date herewith in the original principal amount of One Hundred Fifty Three Thousand Five Hundred Dollars and no/100 (\$153,500.00), which loan is secured by a mortgage on the Collateral recorded in \_\_\_\_\_, Shelby, Alabama; and

WHEREAS, Secured Party has agreed to subordinate its Mortgage and security interest in the Collateral to the mortgage and security interest executed by Mortgagors in favor of First Mortgage Lender, its successors and/or assigns as their interest may appear.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in order to induce First Mortgage Lender to make said loan to Borrowers, it is hereby agreed as follows:

1. Secured Party hereby subordinates its Mortgage and security interest in the Collateral to the debt owed to First Mortgage Lender, its successors and/or assigns as their interests may appear,


as described above and consents to and with First Mortgage Lender and Mortgagors that the Mortgage and security interest of Secured Party in and to the Collateral, is now, and shall continue to be subject and subordinate to the Mortgage and security interest granted by Mortgagors to First Mortgage Lender, its successors and/or assigns as their interests may appear, in an amount up to One Hundred Fifty Three Thousand Five Hundred Dollars and no/100 (\$153,500.00), together with all advances made thereon and all fees, expenses, and costs, including attorney's fees, incurred in connection with said loan.

2. That this Agreement shall be binding upon and secure the parties hereto and their respective heirs, legal representatives, successors and assigns and shall inure to the benefit of First Mortgage Lender, its successors and assigns.
3. That this Agreement shall continue to apply, without restriction or limitation, to any modifications, amendments, additions or deletions to the indebtedness of Borrowers to Secured Party which is secured by the Collateral; provided, however, that this Agreement shall not apply to the extent of any indebtedness from Borrowers to Secured Party in excess of Thirty Four Thousand Two Hundred Eighty One Dollars and 46/100, together with all advances made thereon and all fees, expenses, and costs, including attorney's fees, incurred in connection with said loan.

IN WITNESS WHEREOF, the undersigned has executed this Agreement under seal as of the date first written above.

SECURED PARTY:

BRYANT BANK

By:   
John Platt

As its: Vice President

STATE OF ALABAMA )

Jefferson COUNTY )

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, do hereby certify that John Platt, whose name as Vice President of BRYANT BANK, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument he/she as such officer and with full authority, executed the same voluntarily for and as the act of said Bank.

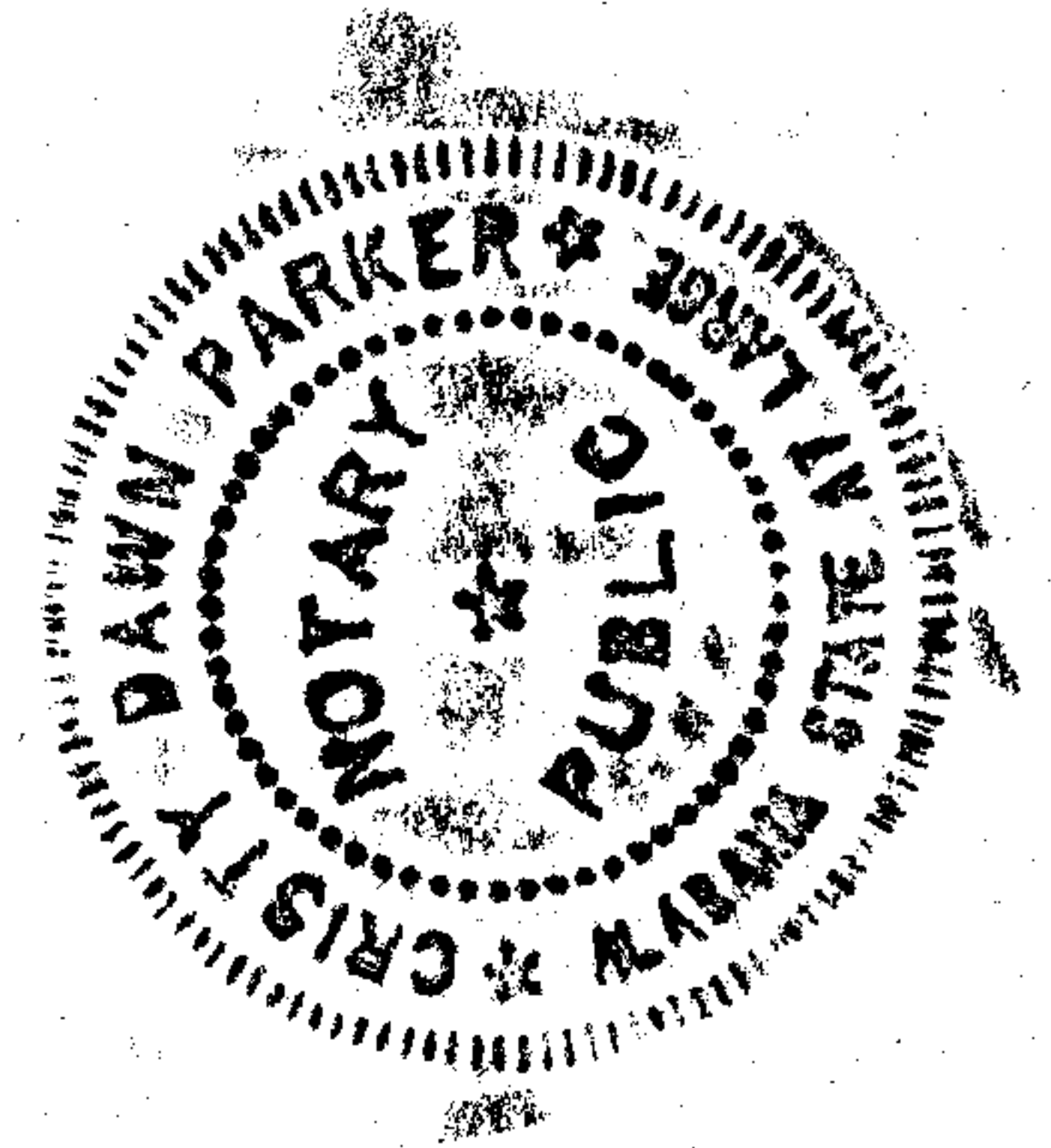
Given under my hand and official seal of office on this 1<sup>st</sup> day of May, 2014.

Christy D. Parker

Notary Public in and for the State of Alabama  
At Large

My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES SEPTEMBER 9, 2017




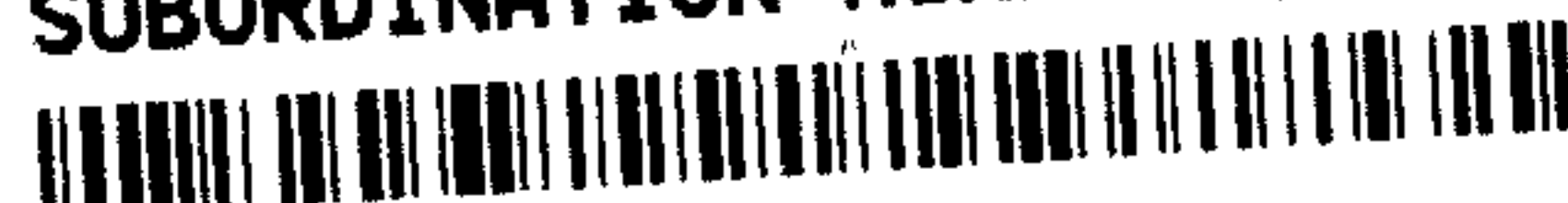
**EXHIBIT 'A'**

File No.: **8284513n (pf)**

Property: **194 LENOX DRIVE, BIRMINGHAM, AL 35242**

**LOT 10, ACCORDING TO THE SURVEY OF LENOX PLACE, PHASE TWO, AS RECORDED IN MAP BOOK 19, PAGE 157, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**A.P.N. 03-9-31-0-006-010-000**

 MUNOZ  
48695157  
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  
10/06/2014 08:14:25 AM  
\$24.00 CHERRY  
20141006000311890

A handwritten signature in black ink, likely of the County Clerk, James W. Fuhrmeister.