

File Number: 201411004

This instrument prepared by:

Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170 and Thomas Granville McCroskey, Esq., Member of the Alabama Bar and licensed to practice law in Alabama.

After Recording, Send To:

Please return after recording to
Republic Title Agency, Inc.
55 West Central Avenue
Springboro, Ohio 45066

3

SUBORDINATION OF JUDGMENT LIEN

This Subordination of Judgment Lien is made this 05 day of January, 2015, by **Capital One Bank (USA), NA** ("Lienholder"), under the following circumstances:

A. Lienholder is the holder of a Judgment Lien (the "Existing Judgment Lien") described as follows:

Debtor: **Alesia F. Nelson**

Lienholder: **Capital One Bank (USA), NA**

DATE EXECUTED: **March 13, 2014**

DATE RECORDED: **March 31, 2014**

RECORDED AT: **Instrument No. 20140331000088890 in Shelby County, Alabama Probate Court records.**

AMOUNT: **\$23,317.29 plus court costs.**

which is a lien on the real estate described below (the "Property").

SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT: LOT 45, ACCORDING TO THE SURVEY OF HIDDEN FOREST, AS RECORDED IN MAP BOOK 35, PAGE 117, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Property Address: **3064 Hidden Forest Cove, Montevallo, Alabama 35115**

B. Lender, **CMG Mortgage, Inc. dba CMG Financial**, will be making a loan secured by a mortgage, in the maximum principal amount not to exceed \$128,000.00 (One Hundred Twenty Eight Thousand Dollars and Zero Cents), to Alesia F. Nelson as Borrower and this ("New Mortgage") will be a lien on the Property.


C. As part of the consideration for Lender's agreement to make the loan secured by the New Mortgage, and to induce Lender to make that loan, Lienholder has agreed to subordinate the lien of the Existing Judgment Lien to the lien of the New Mortgage, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, Lienholder and Lender agree as follows:

1. Lienholder hereby subordinates the lien of the Existing Judgment Lien to the lien of the New Mortgage; however, this subordination shall not otherwise affect the validity or priority of the Existing Judgment Lien.

2. This Subordination Agreement is made on the understanding that Lienholder shall not be responsible for any of the obligations of Borrower contained in or secured by the New Mortgage.

3. This Subordination Agreement shall be binding upon and inure to the benefit of Lender and Lienholder and their respective successors and assigns.


20150203000035870 2/3 \$20.00
Shelby Cnty Judge of Probate, AL
02/03/2015 11:46:51 AM FILED/CERT

Executed this 05 day of January, 2015

**Capital One Bank (USA), NA, by Ingram
Law Offices, LLC, Attorney of Record**

By: Angie Ingram

Its: Attorney
LIENHOLDER

STATE OF ALABAMA

COUNTY OF Jefferson

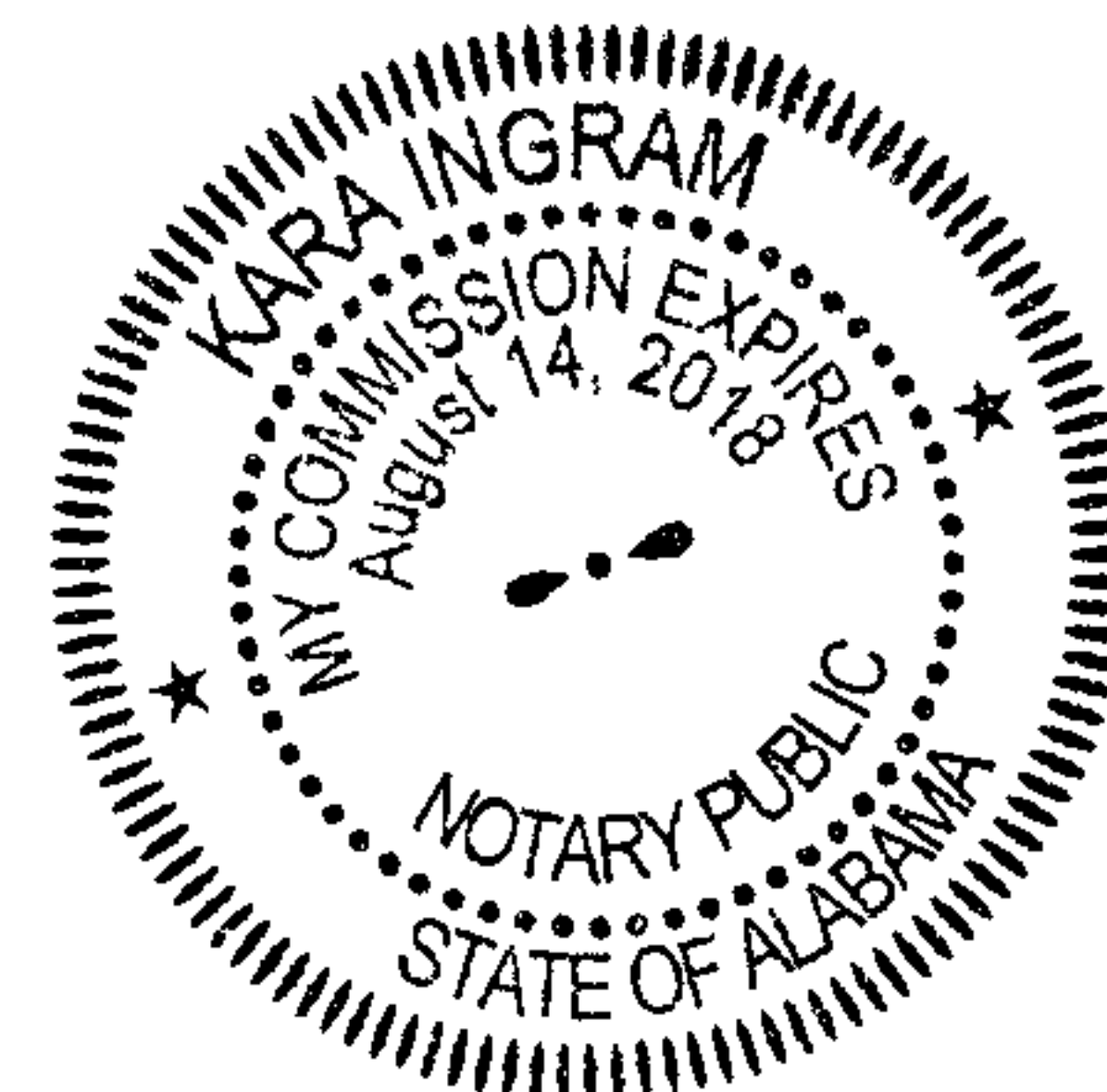
I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that Angie Ingram the Attorney of **Ingram Law Offices, LLC, Attorney of Record for Capital One Bank (USA), NA** whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he/she, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 05 day of January, 2015.

Kara Ingram
Notary Public

My Commission Expires:

08/14/2018



20150203000035870 3/3 \$20.00
Shelby Cnty Judge of Probate, AL
02/03/2015 11:46:51 AM FILED/CERT