

THIS INSTRUMENT WAS PREPARED BY:

Johnny M. Dyess
Alabama Power Company
Corporate Real Estate
150 St. Joseph Street
Mobile, Alabama 36652

70265699 - 1

STATE OF ALABAMA)

COUNTY OF ~~MOBILE~~ ^{SHELBY})

SUBORDINATION OF RECORDED LIEN

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Deutsche Bank National Trust Company,*a financial institution, as mortgagee ("Mortgagee") by way of Assignment from Mortgage Electronic Registration Systems, Inc., (MERS) is the owner and holder of that certain mortgage executed by Robert J. Malone and Karen R. Malone, husband and wife ("Landowner") to Mortgagee/ MERS as nominee for Colonial Bank, N.A., which mortgage is dated February 23, 2007 and recorded in the office of the Judge of Probate of Shelby County, Alabama, in document number 20070523000239700 and which mortgage encumbers in whole or in part the land encumbered by the easement granted to Alabama Power Company described herein on Exhibit A attached hereto; and

WHEREAS, for the consideration hereinafter set out, the said Mortgagee has agreed to subordinate said mortgage to said easement granted to Alabama Power Company.

NOW, THEREFORE, in consideration of the premises, and of the sum of One and no/00 Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Mortgagee does hereby subordinate said mortgage to the rights, title, and interests granted to Alabama Power Company pursuant to the easement agreement given by the Landowner to Alabama Power Company, a copy of which is attached as **Exhibit A**. In all other respects said mortgage is unaffected by this subordination.

IN WITNESS WHEREOF, the said Mortgagee has caused this instrument to be executed by its duly authorized representative as of December 18, ~~2015~~ 2014.

*F/K/A Bankers Trust Company
of CA, N.A. as Trustee for
American Home Mortgage Asset
Trust 2007-3

Deutsche Bank National Trust Company, by
Ocwen Loan Servicing, LLC its
Attorney in Fact
By: Jenny Brouwer
Its Authorized Signer

JENNY BROUWER



20150430000141670 1/5 \$26.00
Shelby Cnty Judge of Probate, AL
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STATE OF IOWA)

COUNTY OF BLACK HAWK)

I, G. Hintz, a Notary Public, in and for said County, in said State, hereby certify that Jenny Brouwer, whose name as Authorized Signer of Deutsche Bank National, a Trust Company, Corporation, 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal, this the 18 day of December, 2013.



G. Hintz
Notary Public G. Hintz

My commission expires: 7-11-2015

[NOTARIAL SEAL]

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EXHIBIT A

Flood Easement
LAY RESERVOIR – ADD'L FLOOD
EASTERN DIVISION
A2301100002-3301110

70265699

This instrument prepared in the
Corporate Real Estate Office
Alabama Power Company
P.O. Box 2641
Birmingham, AL 35291
By: Tina L Mills

STATE OF ALABAMA }

EASEMENT

SHELBY COUNTY }

KNOW ALL MEN BY THESE PRESENTS, that ROBERT J. MALONE AND
WIFE KAREN R. MALONE (hereinafter referred to as "Grantors", whether one or more),
for and in consideration of the sum of TWELVE THOUSAND : 00/100
Dollars (\$12,000.00) to Grantors in hand paid by Alabama Power Company, an Alabama
corporation, (hereinafter referred to as "Grantee"), the receipt and sufficiency of which are acknowledged,
do hereby grant, bargain, sell and convey unto said Alabama Power Company, its successors and
assigns, a perpetual easement and right to flood, cover or surround with water from time to time (at such
times as Grantee shall deem necessary or desirable) that portion of Grantors' land described in Exhibit
"A" attached hereto and made a part hereof, and also any land adjacent to the land described on Exhibit
A hereto that is owned by them or in which they have an interest, which would either be covered with or
which either alone or together with other lands would be entirely surrounded by waters of the Coosa River
or its tributaries should such river or its tributaries be raised and backed up to that certain datum plane of
410 feet above mean sea level as established by the United States Coast and Geodetic Survey, as
adjusted in January, 1955 together with rights of ingress and egress over and across such lands.


TO HAVE AND TO HOLD to Grantee Alabama Power Company, its successors and assigns,
forever.

Grantors covenant with Grantee, its successors and assigns, that Grantors are lawfully seized in
fee of the lands hereinabove described; that such lands are free from all encumbrances except the lien
for ad valorem taxes due October 1, 2014; that Grantors have a good right to sell and
convey the rights, interests and easements herein granted to Grantee, its successors and assigns; and
that Grantors and their heirs, personal representatives, successors and assigns will warrant and defend
such lands, rights, interest and easements to Grantee, its successors and assigns, forever, against the
lawful claims and demands of all persons.

This conveyance is subject to the Grantee's existing right(s) and easement(s) to so cover, flood
and surround with water all or part of the Grantors' land.

As a part of the consideration for this conveyance, Grantors, for themselves and for their heirs,
personal representatives, successors and assigns, covenant and agree with Grantee, its successors and
assigns, that no improvements shall ever be constructed or installed on that portion of the property
subject hereto which would be covered or flooded by waters of the Coosa River or its tributaries should
such river or its tributaries be raised and backed up to that certain datum plane of 410 feet above mean
sea level as established by the United States Coast and Geodetic Survey, as adjusted in January, 1955
and the Grantors shall, and their heirs, personal representatives, successors and assigns shall, remove
or cause to be removed from such areas any such improvements which are now or may hereafter be
located on such areas.

The consideration given by Grantee in connection with this conveyance is accepted by Grantors as
full compensation for all consequences arising from the exercise of Grantee's rights hereunder to
Grantors and their heirs, personal representatives, successors and assigns and to their remaining and
adjoining lands.


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Grantors further covenant and agree that the rights and easements granted hereby shall burden the land described on Exhibit A hereto and any adjacent land owned by Grantors or in which Grantors have an interest and shall be binding upon Grantors, their heirs, personal representatives, successors and assigns, forever.

IN WITNESS WHEREOF, Grantors have hereunto set our hands and seals, this the 8th day of DECEMBER, 2014.

Signed, Sealed and Delivered in the Presence of:

R. J. Malone
Karen R. Malone

STATE OF ALABAMA }

COUNTY OF SHELBY }

I, Brian A. Murphree, a Notary Public in and for said County, in said State, do hereby certify that ROBERT J. MALONE AND KAREN R. MALONE whose name(s) is(are) signed to the foregoing conveyance, and who is(are) known to me, acknowledged before me on this day, that, being informed of the contents of the Conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 8th day of DECEMBER, 2014.

Brian A. Murphree



My Commission Expires: 8/20/16



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EXHIBIT A

GIS Tract# 21

A parcel of land situated in Section 12, Township 19 South, Range 2 East, Shelby County, Alabama, being further described as:

A portion of Parcel #17 and Parcel #22, of the Standridge Division 1, as recorded in Map Book 31, Page 110 A, 110 B, 110 C, and 110 D, as recorded in the Probate Office of Shelby County, Alabama, more particularly described as follows: Beginning at an existing fence corner at the Southwest corner of Parcel #22, in Standridge Division 1, as recorded in Map Book 31, page 110, in the Probate Office of Shelby County, Alabama, and run North 03 degrees 02 minutes 59 seconds West, along the West line of Parcels #22 and #17, a distance of 1,301.21 feet to an existing fence corner; thence North 82 degrees 57 minutes 14 seconds East, a distance of 667.42 feet (passing thru a point on the West line of a 60-foot wide ingress/egress and utility easement at 835.93 feet) to the center of said easement, said point being on a curve to the left; thence in a Southerly direction along the center of said easement and along said curve to the left having a radius of 850.00 feet and an arc length of 337.67 feet to a point of tangent; thence South 11 degrees 49 minutes 41 seconds East, along the center of said easement, a distance of 1,066.18 feet to the South line of said Parcel #22; thence South 89 degrees 50 minutes 30 seconds West, along the South line of said Parcel #22 a distance of 814.31 feet to the point of beginning. Being situated in Shelby County, Alabama.

It is the intention of the Grantor(s) and the purpose of this easement to include in the description of the land interests and the land rights herein conveyed all of the lands owned by them or in which they have an interest in the aforementioned Sections(s), Townships(s), and Ranges(s) whether correctly described herein or not.

