

**SUBORDINATION AGREEMENT**

This Agreement is made and entered into on this 6<sup>th</sup> day of February, 2015, by **ALABAMA HOUSING FINANCE AUTHORITY**, its successors and/or assigns as their interests may appear, in favor of **SUN TRUST MORTGAGE INC.**, its successors and/or assigns as their interests may appear (hereinafter referred to as "Lender").

**RECITALS**


**ALABAMA HOUSING FINANCE AUTHORITY**, its successors and/or assigns as their interests may appear, loaned to **Gilbert P. Hess and Catherine Hess** ("Borrower") the sum of **\$25,000.00**. Such loan is evidenced by a note dated **12/23/2012** executed by Borrower in favor of **ALABAMA HOUSING FINANCE AUTHORITY**, its successors and/or assigns as their interests may appear, which note is secured by a mortgage or other security agreement to **ALABAMA HOUSING FINANCE AUTHORITY**, its successors and/or assigns as their interests may appear, recorded **01/02/2013 in Instrument #20130102000002250**, in the Probate Records of Shelby County, Alabama. Borrower has requested that Lender lend to it a sum not to exceed **\$152,256.00** which loan will be evidenced by a promissory note executed by Borrower in favor of Lender (the "Note"). The Note will be secured by a new mortgage of the same date as the Note (the "New Mortgage"). Lender and Borrower have requested **ALABAMA HOUSING FINANCE AUTHORITY**, its successors and/or assigns as their interests may appear, execute this instrument, in favor of **SUN TRUST MORTGAGE INC.**, its successors and/or assigns as their interests may appear.

**AGREEMENT**

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **ALABAMA HOUSING FINANCE AUTHORITY**, its successors and/or assigns as their interests may appear, agrees that the new Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien or charge of **ALABAMA HOUSING FINANCE AUTHORITY**, its successors and/or assigns as their interests may appear, recorded **01/02/2013 in Inst. #20130102000002250**, in the Probate Records of Shelby County, Alabama, to the extent the new Mortgage secures the debt evidenced by the Note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions, and to the extent of advances made under the Note of the new Mortgage necessary to preserve the rights or interest of Lender thereunder, but not to the extent of any other future advances.

IN WITNESS WHEREOF, **ALABAMA HOUSING FINANCE AUTHORITY**, its successors and/or assigns as their interests may appear, has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

**ALABAMA HOUSING FINANCE AUTHORITY**, its successors and assigns as their interests may appear.

BY:   
ITS: Michael J. King  
Single Family Administrator

Page 2 Gilbert P. Hess and Catherine Hess Subordination  
ALABAMA HOUSING FINANCE AUTHORITY to SUN TRUST MORTGAGE INC.

State of Alabama

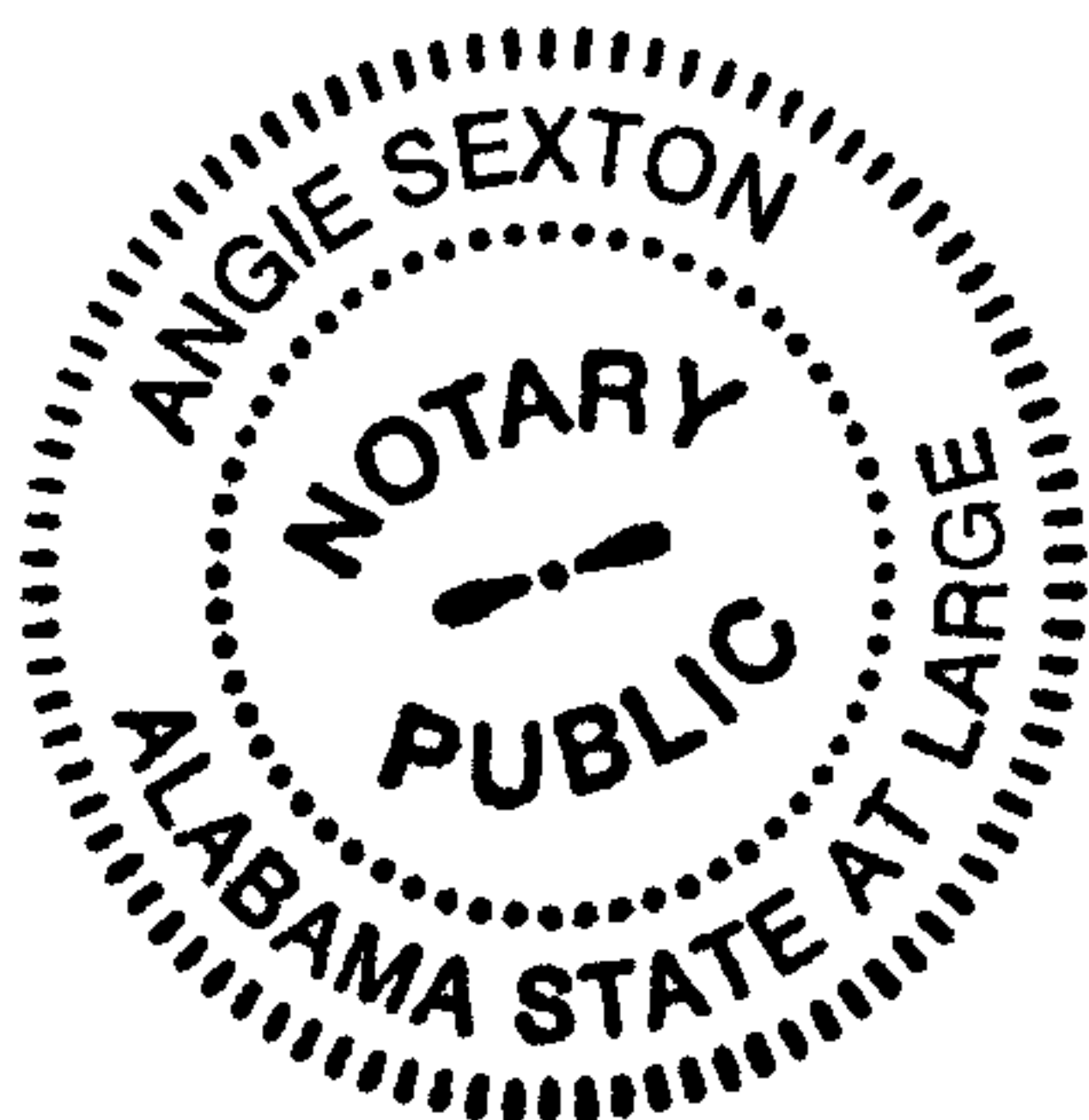
County of Montgomery

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, on this the 6th day of February, 2015, the within named Michael J. King who acknowledged that he/she is Single Family Administrator of ALABAMA FINANCE HOUSING AUTHORITY, its successors and assigns as their interests may appear, and that for and on behalf of the said ALABAMA HOUSING AUTHORITY, its successors and assigns as their interests may appear, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized to do so by ALABAMA HOUSING FINANCE AUTHORITY, its successors and assigns as their interests may appear.

Notary Public

My commission expires 09/18/2017

My Commission Expires



Borrower: Gilbert P. Hess and Catherine Hess, husband and wife  
Source of Title: Inst #20081013000402640

Prepared By:  
Dawn I. McDonald, Attorney at Law  
P. O. Box 610348  
Birmingham, AL 35261  
Phone: (205) 902-1010

Preparer is acting as scrivener only and assumes no liability for the correctness of the information herein contained.

Order ID: 19184322

Loan # : 0247720766

**Exhibit A**

**LEGAL DESCRIPTION**

The following described property:

Lot 21, according to the Plat of Southfield Gardens, as recorded in Map Book 38, Page 100 in the Office of the Judge of Probate of Shelby County, Alabama.

Assessor's Parcel No: 237260013021000



Filed and Recorded ,  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
05/12/2015 11:38:11 AM  
\$20.00 CHERRY  
20150512000156630

A handwritten signature in black ink, likely of the Probate Judge, James W. Fuhrmeister.