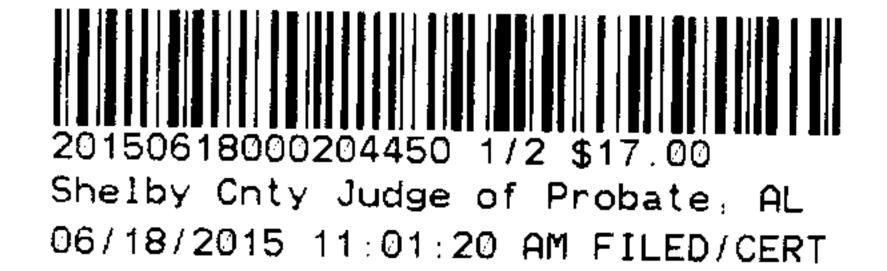
AFTER RECORDING PLEASE RETURN TO: LINDA BROWN AL BI HW RTS 401 WEST VALLEY AVE BIRMINGHAM, AL 35209



SUBORDINATION AGREEMENT

Borrower: Brian M. Smith and Michelle D. Smith
Property Address: 5008 Bridlewood Parc Ln. Helena. AL. 35080
This Subordination Agreement dated <u>6 19 2015</u> , is between COMPASS BANK, (Jun Lender),
And BBVA Compass Bank (New Senior Lender).
RECITALS
COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$12,000.00 with accompanying mortgage/deed of trust/security deed
Dated September 29, 2009 and recorded in book, page, as
nstrument Number 20091019000393610 on October 19,2009 (date),
n Shelby (County), Alabama (State).
Borrowers are current owners of the Property, and wish to replace their current first position nortgage loan on the Property with a new first position mortgage loan secured by the Property
rom New Senior Lender in the new principal sum of \$ 140,000.00

1. Subordination of Junior Lender's Interest.

Junior Lender agrees that its security interest and all of Junior Lender's rights there under 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 \$140,000.00, plus interest. Junior Lender consents without possibility of revocation, and accepts all provisions, terms and conditions of the New Senior Lender's Security Instrument.

Dated: Le1912015 . This will be the New Senior 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.

Agreement, or the Agreement will be not and void.	
Junior Lender: Deff Bullet	7
Title:of Compass E	Bank
New Senior Lender:	20150618000204450 2/2 \$17.00 Shalby Caty Judge of Brobata O
Title:	Shelby Cnty Judge of Probate, AL 06/18/2015 11:01:20 AM FILED/CERT
State of <u>Alabama</u>	
County of <u>Jefferson</u>	
I, the undersigned, a Notary Public in and for said Countries. That Tarterse, as Vice President of Countries signed to the foregoing instrument, and who is known to this day that, being informed of the contents of the instrument, voluntarily on the day the same bears date. Given under my hand and official seal this 100.	compass Bank, whose name(s) me, acknowledged before me on they/he/she executed the same
(Seal) My co	Notary Public mmission expires: 3-14-18
State of <u>Clabama</u>	
County of Cherson	
and who is known to me, acknowledged before me on this day contents of the instrument, they/he/she executed the same volunted	e) of ned to the foregoing instrument, that, being informed of the untarily on the day the same bears
Given under my hand and official seal this	day of May,
(Seal)	MCUS Repairs
My commissio	n expires: 12/27/16