

20150930000342430
09/30/2015 01:09:46 PM
SUBAGREM 1/3

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

SUBORDINATION AGREEMENT

Borrower: Grear F Ellis Jr.

Property Address: 133 Roy Court, Helena, AL 35080

This Subordination Agreement dated 9-27-15 is between COMPASS BANK, (Junior Lender),

And Homeward Residential, Inc. (New Senior Lender).

RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$ 33,800, with accompanying mortgage/deed of trust/security deed

Dated April 23rd 2007 and recorded in book _____, page _____, as

Instrument Number 20070515000226510 on May 15th 2007

in Shelby (County), Alabama (State).

Borrowers are current owners of the Property, and wish to replace their current first position mortgage loan on the Property with a new first position mortgage loan secured by the Property

From New Senior Lender in the new principal sum of \$ 139,000.00

Dated: September 24, 2015. This will be the New Senior Security Instrument.

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 \$ 139,000.00, plus interest. Junior Lender consents without possibility of revocation, and accepts all provisions, terms and conditions of the New Senior Lender's Security Instrument.

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.

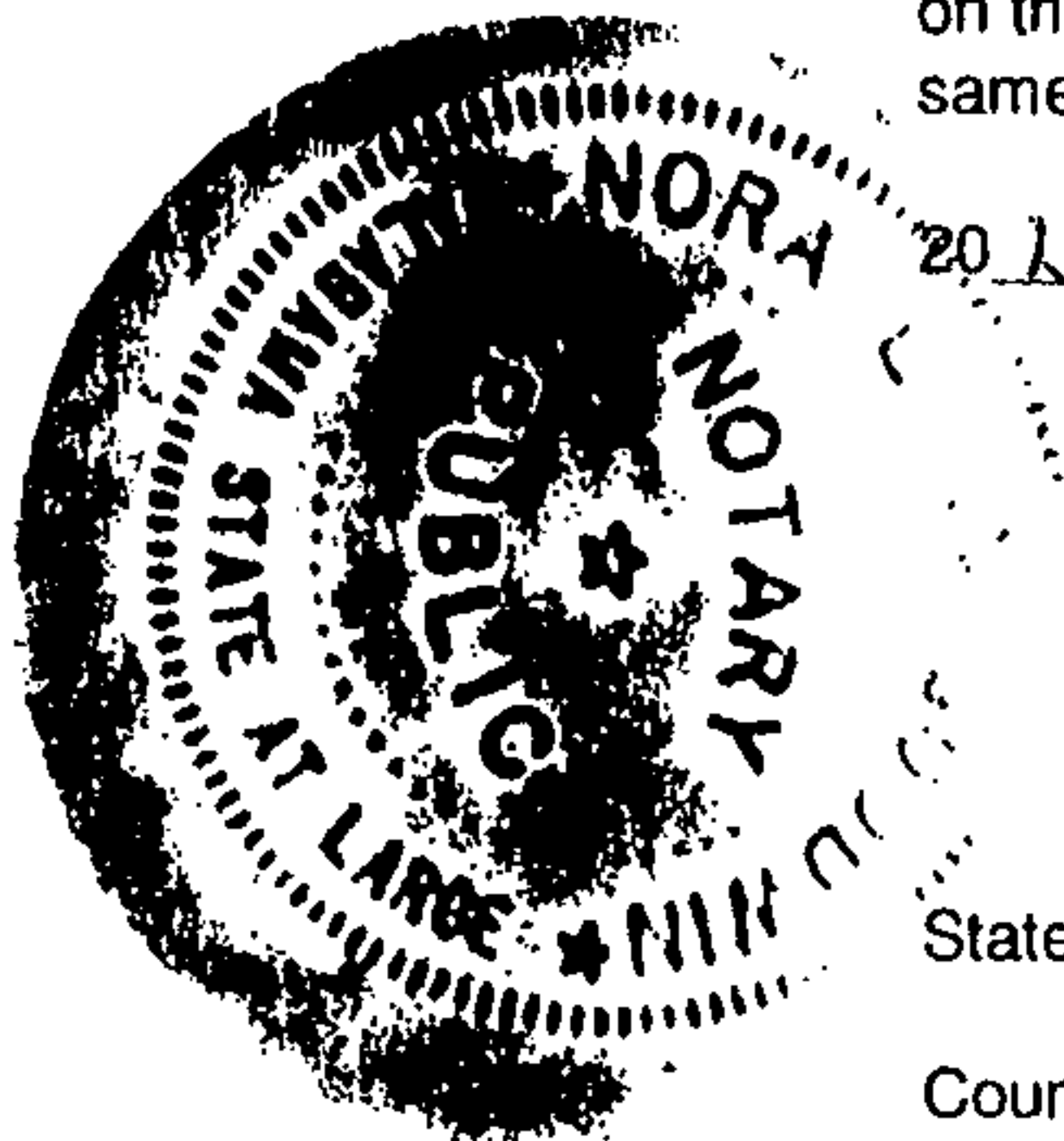
Junior Lender: [Signature]
Title: VP of Compass Bank

New Senior Lender: Homeward Residential, Inc.
Title: VP, Operations

State of Alabama
County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jeff Tankersley, as Vice President of Compass Bank, whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of August, 2015.



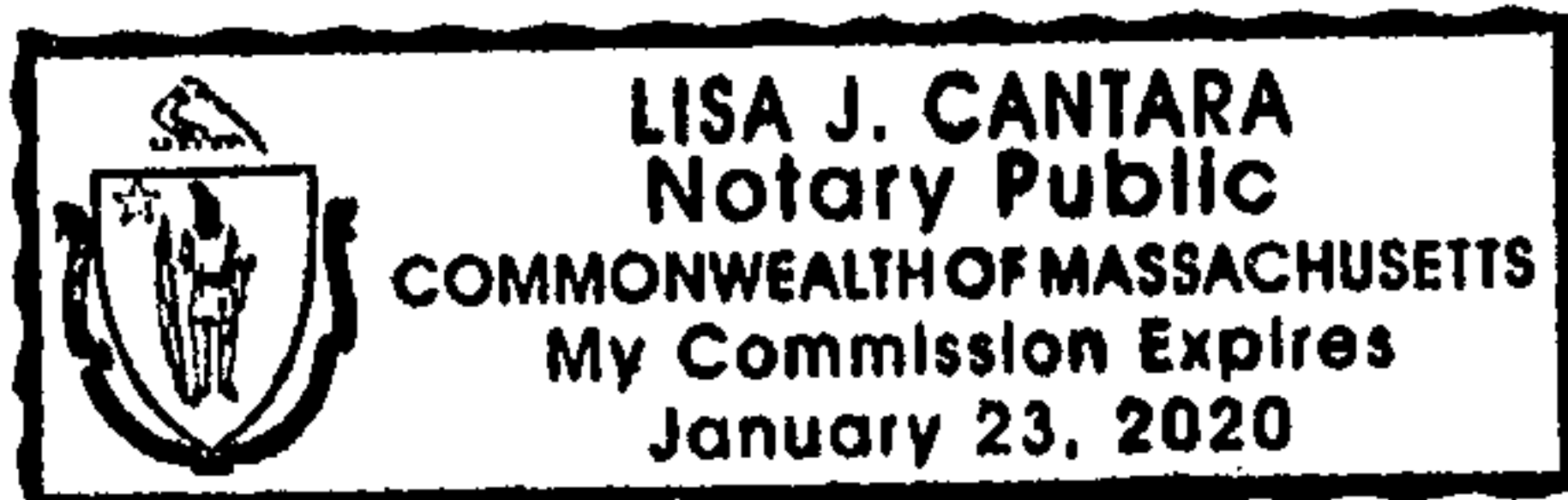
(Seal)

Nora Lynn Goodwin
Notary Public
My commission expires: 6/19/18

State of Massachusetts
County of Worcester

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gregory Kimball, as UP Operator of Homeward Residential (institution) whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29 day of Sept, 2015.



(Seal)

Lisa J. Cantara
Notary Public
My commission expires: Jan 23, 2020

EXHIBIT A

Legal Description

R-1508-AL-2700500

LOT 6, ACCORDING TO THE SURVEY OF LAUREL WOODS, 6TH SECTOR, AS
RECORDED IN MAP BOOK 21, PAGE 141, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

13 8 27 1 005 006.000

Being Property Conveyed by Warranty Deed from Leslie G. Weidler and husband, Robert
C. Weidler to Gear Ellis, recorded October 5, 2004, in (book) Instrument No.
20041005000550630 and, Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
09/30/2015 01:09:46 PM
\$20.00 CHERRY
20150930000342430

A handwritten signature in dark ink, appearing to be "James W. Fuhrmeister", is written over the official text.