

Commitment Number: 201509031

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

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SUBORDINATION OF MORTGAGE

This Subordination of Mortgage is made this 7th day of October, 2015, by **Compass Bank** ("Mortgagee"), under the following circumstances:

A. Mortgagee is the holder of a Mortgage (the "Existing Mortgage") described as follows:

BORROWER: J. David Grill and Michelle B. Grill

LENDER: Compass Bank

DATE EXECUTED: 05/01/15

DATE RECORDED: 05/14/15

RECORDED AT: No. 20150514000160070 in Shelby County, Alabama records.

AMOUNT: \$200,300.00

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

SITUATED IN SHELBY COUNTY, ALABAMA. LOT 17, ACCORDING TO THE SURVEY OF SADDLE LAKE FARMS CONDOMINIUM, A CONDOMINIUM, AS ESTABLISHED BY DECLARATION OF CONDOMINIUM AS RECORDED IN INSTRUMENT #1995-17533, AND ARTICLES OF INCORPORATION OF SADDLE LAKE FARMS ASSOCIATION, INC. AS RECORDED IN INSTRUMENT #1995-17530, IN THE OFFICE OF JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, TOGETHER WITH AN UNDIVIDED 1/74TH INTEREST IN THE COMMON ELEMENTS OF SADDLE LAKE FARMS, A CONDOMINIUM AS SET OUT IN THE DECLARATION OF CONDOMINIUM, SAID UNIT BEING MORE PARTICULARLY DESCRIBED IN THE FLOOR PLANS AND ARCHITECTURAL DRAWINGS OF SADDLE LAKE FARMS CONDOMINIUM, AS RECORDED IN MAP BOOK 20, PAGE 20, A AND B, SHELBY COUNTY ALABAMA RECORDS.

Property Address: 120 Saddle Lake Drive, Alabaster, Alabama 35007

B. Lender, **Franklin Mortgage Solutions, LLC**, will be making a loan secured by a mortgage, in the maximum principal amount of \$269,600.00 (Two Hundred Sixty Nine Thousand Six Hundred Dollars and Zero Cents), to J. David Grill and Michelle B. Grill 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, Mortgagee has agreed to subordinate the lien of the Existing Mortgage to the lien of the New Mortgage, upon the terms and conditions set forth in this Agreement.


NOW THEREFORE, Mortgagee and Lender agree as follows:

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

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

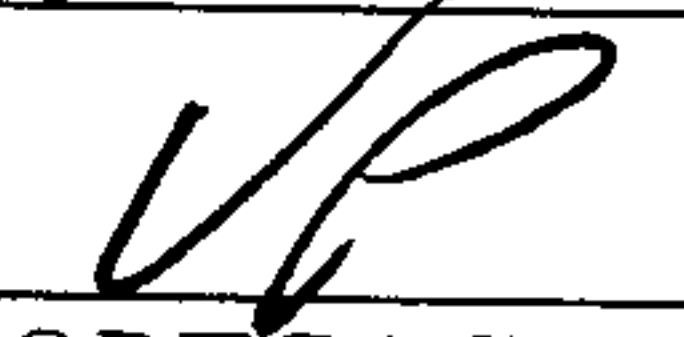
3. This Subordination Agreement shall be binding upon and inure to the benefit of Lender and Mortgagee and their respective successors and assigns.

Executed this 17th day of October, 2015


20151027000373300 2/2 \$17.00
Shelby Cnty Judge of Probate, AL
10/27/2015 09:07:14 AM FILED/CERT

Compass Bank

By: 

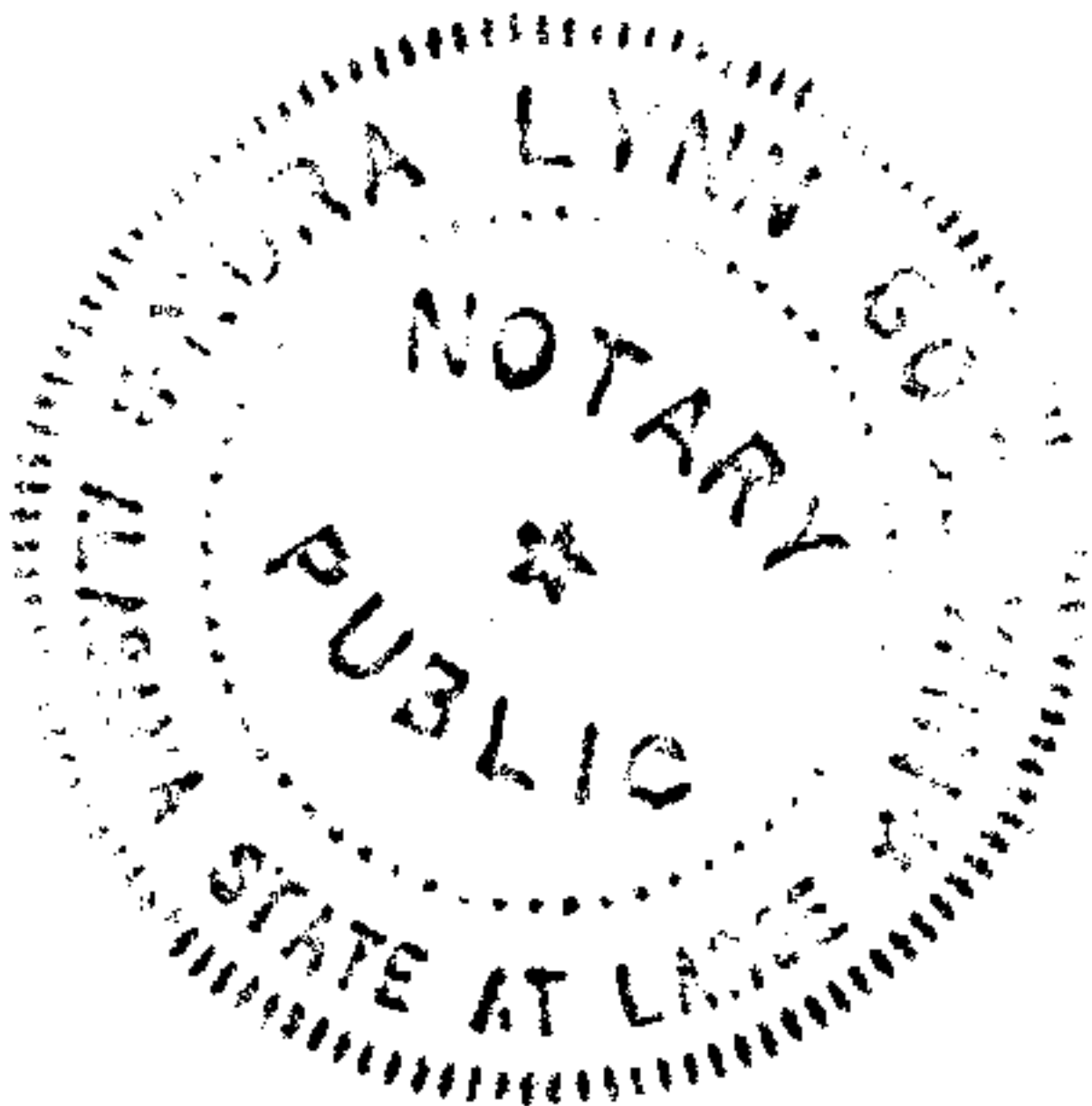
Its: 

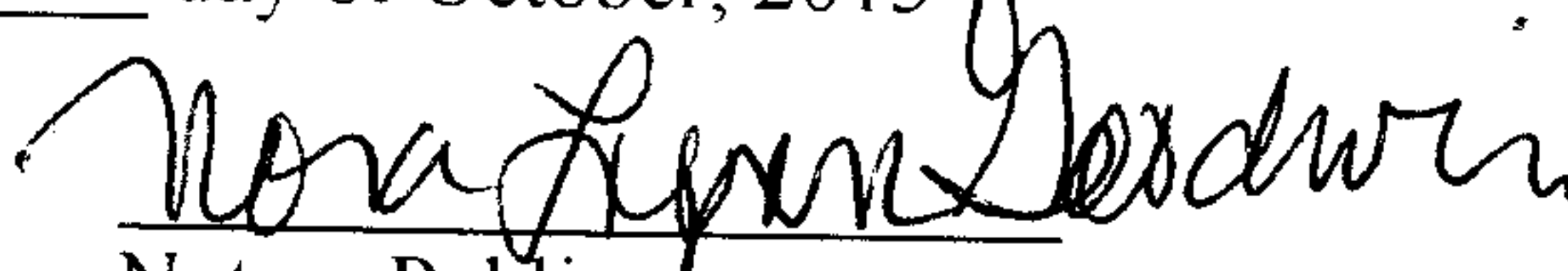
MORTGAGEE

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that Jeff Tankersley its V.P., on behalf of the Grantor **Compass Bank** 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 in his/her capacity as V.P. and with full authority executed the same voluntarily for and as the act of said Grantor corporation, acting in its capacity as set out in the signature area above and as described in this acknowledgement/notarial statement on behalf of aforementioned Grantor corporation, as on the day the same bears date.

Given under my hand an official seal this 17th day of October, 2015




Notary Public

MCE: 6119118