

61135748-3305901

20160126000025460
01/26/2016 08:27:39 AM
SUBAGREM 1/2

WHEN RECORDED MAIL TO:

USAMERIBANK
Attn: Consumer Loans
1100 Corporate Parkway
Birmingham, AL 35242

Loan #61004901

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this 3rd day of December, 2015, by and between USAmeriBank, a corporation, with a place of business at 1100 Corporate Parkway, Birmingham, AL 35242 ("Subordinating Lender") and CitiBank, NA, its successors and /or assigns., a corporation with a place of business at 1000 Technology Drive, O'Fallon, MO 63368 ("Lender").

WHEREAS, Victoria J. Ashford ("Borrower") executed and delivered to Subordinating Lender a mortgage in the sum of Fifty Two Thousand Dollars (\$52,000.00), dated November 25, 2008 and recorded December 15, 2008 in document Number: 20081215000465730 Page 1-5 in the records of Shelby County, Alabama, which mortgage is a lien on the following described property:

LOT 1, ACCORDING TO THE AMENDED MAP OF DERING DOWNS, NINTH ADDITION, PHASE II, AS RECORDED IN MAP BOOK 15, PAGE 10, IN THE OFFIE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA

WHEREAS, the Borrower executed and delivered to Lender a mortgage not to exceed the sum of Sixty Four Thousand Two Hundred Forty Four Dollars (\$64,244.00), dated December 31, 2015, which mortgage is intended to be recorded herewith in the records of Tallapoosa County;

WHEREAS, Lender has required as a condition of its loan to Borrower that the lien of the mortgage executed by the Borrower to the Subordinating Lender be subordinated to the lien of the mortgage executed by Borrower to Lender to which Subordinating Lender has agreed on the conditions provided herein,

NOW THEREFORE, intending to be legally bound hereby, the undersigned agree as follows:

1. That the lien of mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated to the lien of the mortgage executed by the Borrower to Lender provided, however, that the lien of the mortgage to Subordinating Lender shall be subordinated to the lien of the mortgage to Lender only to the extent that the lien of the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.
2. That the mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated both in lien and payment to the mortgage executed by the Borrower to Lender to the extent that the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.
3. That to the extent the mortgage of Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property, the lien of the mortgage executed by Borrower to Lender shall not be affected or impaired by a judicial sale under a judgment recovered under the mortgage made by the said Borrower to Subordinating Lender but any such sale shall be subject to the lien of the said mortgage executed by the Borrower to Lender as well as any judgment obtained upon the bond or note secured thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of the date first above written.

USAMERIBANK

By Amanda Bivins
Amanda Bivins, AVP

STATE OF ALABAMA

COUNTY OF SHELBY

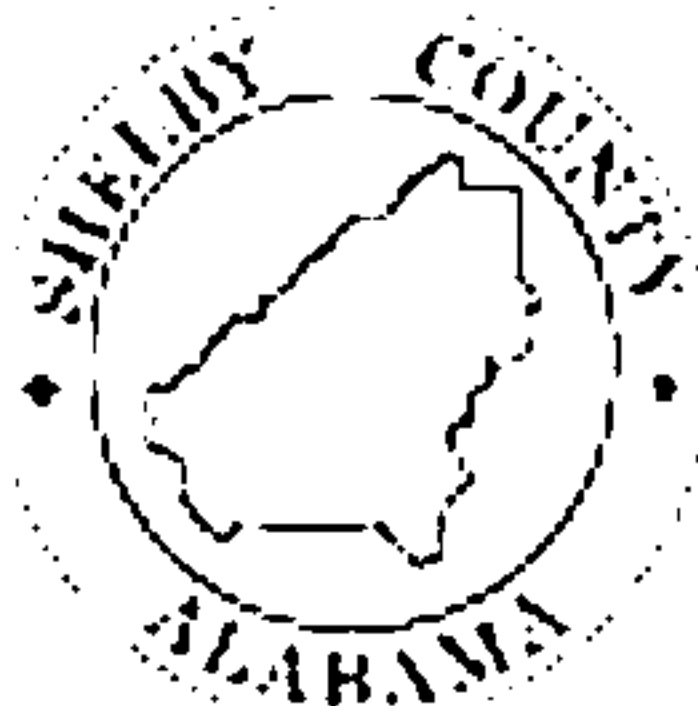
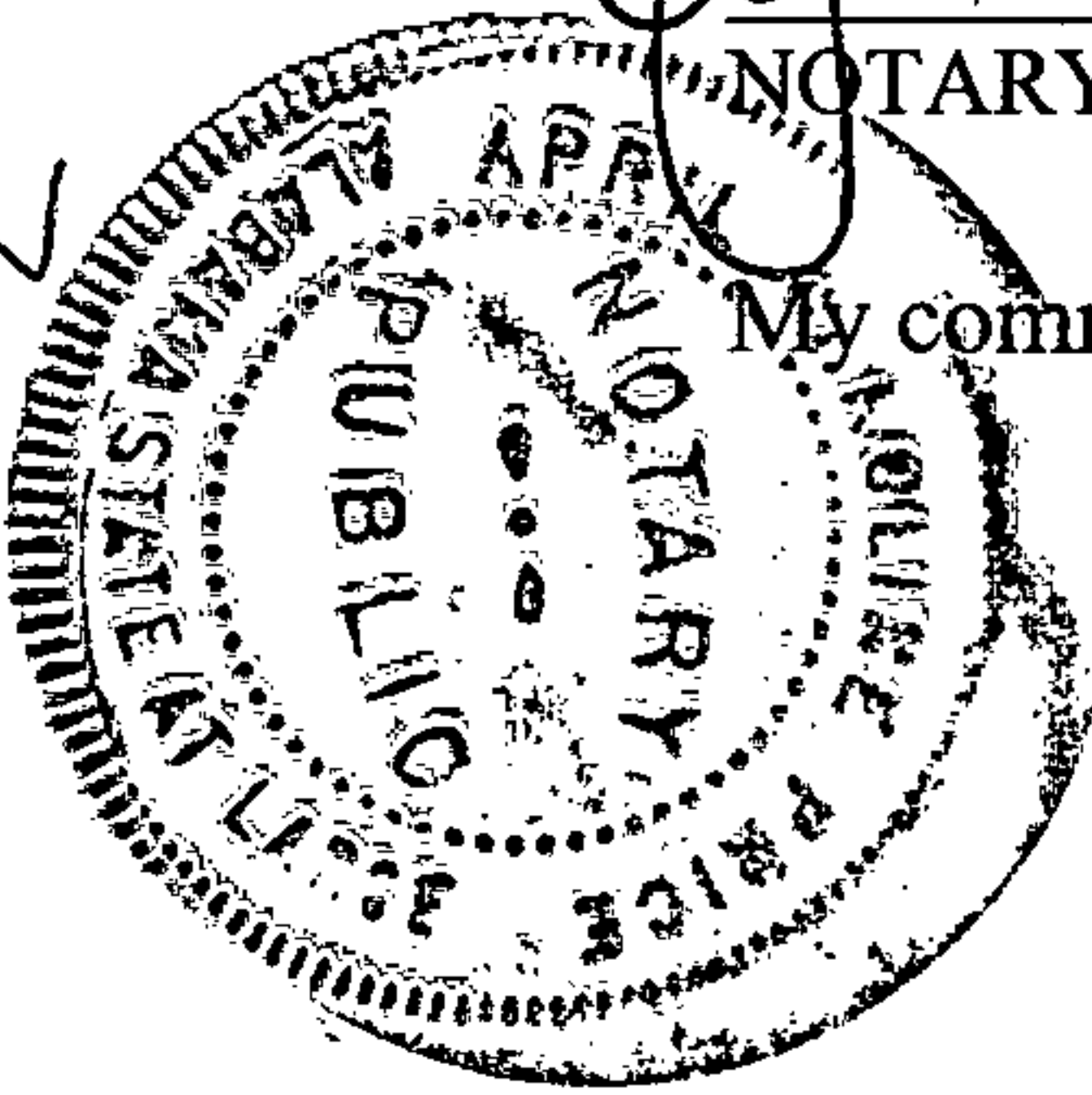
On this the 3rd day of December, 2015, before me, the undersigned officer of the state and county mentioned, personally appeared Amanda Bivins, with whom I am personally acquainted (proven to me on the basis of satisfactory evidence), and who further acknowledged that he/she is the Assistant Vice President of the maker or constituent of the maker and is authorized by the maker or its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

April Caroline Price

NOTARY PUBLIC

My commission expires: 11/21/2019



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
01/26/2016 08:27:39 AM
\$17.00 CHERRY
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James W. Fuhrmeister