


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


20160712000241580 1/3 \$21.00
Shelby Cnty Judge of Probate, AL
07/12/2016 09:55:18 AM FILED/CERT

803 722 222
When Recorded Return to:
Indecomm Global Services
As Recording Agent Only
1260 Energy Lane
St. Paul, MN 55108

Record 2nd

SUBORDINATION AGREEMENT

Borrower: James R. Ludwig and Dawn C. Ludwig

Property Address: 549 Castlebridge Ln, Birmingham, AL 35242

This Subordination Agreement dated April 27, 2016 is between COMPASS BANK, (Junior Lender),

And NBKC Bank, ISAOA, (New Senior Lender).

RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$135,100.00, with accompanying mortgage/deed of trust/security deed

Dated September 25, 2014, and recorded as instrument Number 20141008000317070 on October 8, 2014 (date), 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 \$271,500.00

Dated: May 19, 2016. 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 \$271,500.00, 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:

Dawn M. Satcher
Title: ATP of Compass Bank

New Senior Lender:

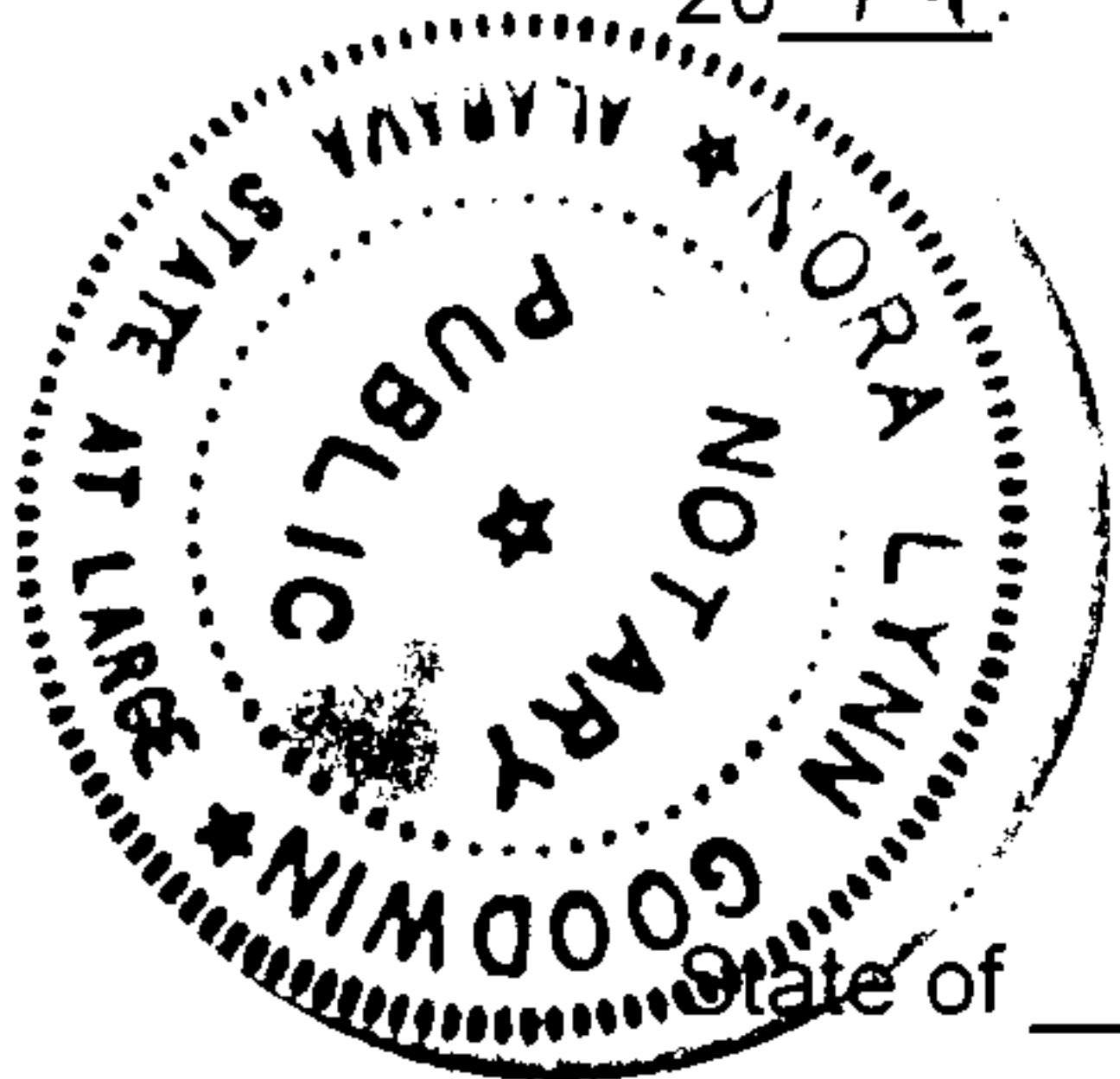
Linda Golden
Title: Closing Manager, VP

State of Alabama

County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dawn M. Satcher, 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.

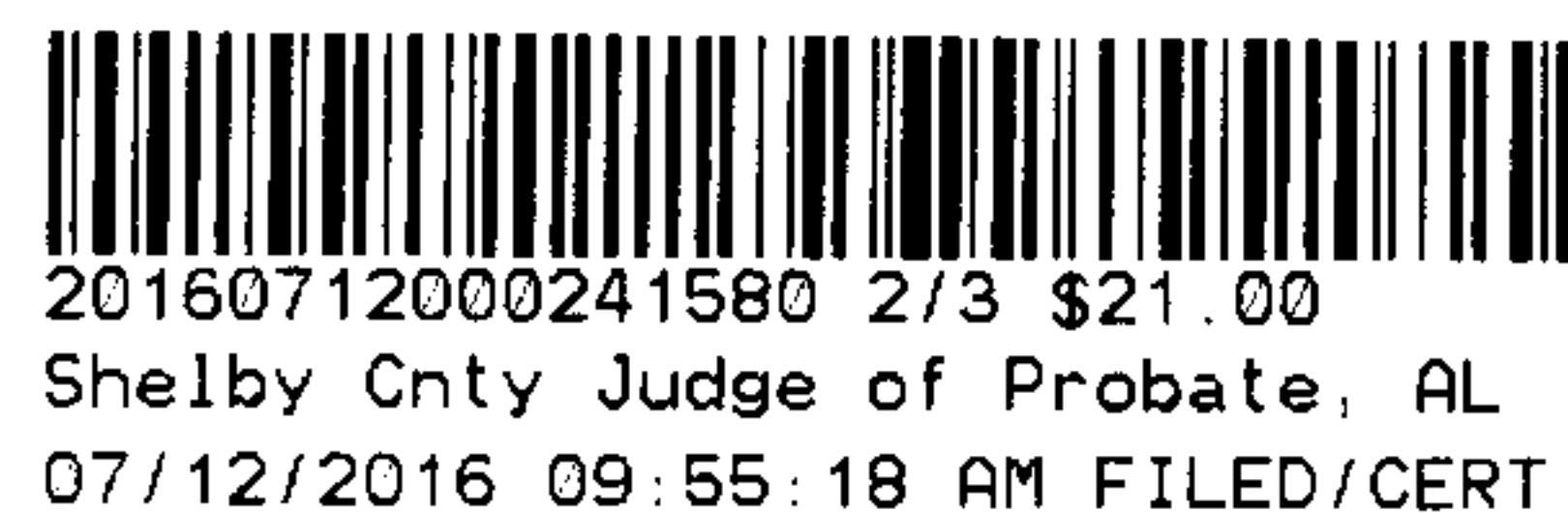
Given under my hand and official seal this 27th day of April, 2014.



(Seal)

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

State of Kansas
County of Johnson



I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Linda Golden, as Closing Mgr, VP (title) of NBKC Bank (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 2nd day of May, 2016.

(Seal)

David Moser
Notary Public

My commission expires: 7/27/18



LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, CITY OF SHOAL CREEK, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 9, ACCORDING TO THE SURVEY OF GREYSTONE, 5TH SECTOR, PHASE II, AS RECORDED IN MAP BOOK 17, PAGE 118 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL ID 03 8 27 0 002 019.000

THIS BEING THE SAME PROPERTY CONVEYED TO JAMES R. LUDWIG, AND WIFE DOWN C. LUDWIG FROM DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, AN ALABAMA LIMITED PARTNERSHIP, IN A DEED DATED DECEMBER 30, 1994 AND RECORDED JANUARY 4, 1995. AS INSTRUMENT NO. 1995-00239

Property Commonly Known As: **549 Castlebridge Lane Shoal Creek, AL 35242**

“The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.”



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