

B/M/00825
Reli Settlement Solutions, LLC
3595 Grandview Parkway, Suite 275
Birmingham, Alabama 35243

20161128000433440
11/28/2016 12:49:55 PM



20161128000433440 1/2 \$18.00
Shelby Cnty Judge of Probate, AL
11/28/2016 12:49:55 PM FILED/CERT

SUBORDINATION AGREEMENT

Borrower: __BRITTANY HARDEN TODD & BRENT MATTHEW TODD__

Property Address: __208 CREEKSTONE TRAIL__

This Subordination Agreement dated _10/27/2016_, is between ALABAMA HOUSING FINANCE AUTHORITY (HARDEST HIT ALABAMA), (Junior Lender),

And, __BBVA Compass Bank__ (New Senior Lender).

RECITALS

ALABAMA HOUSING FINANCE AUTHORITY (HARDEST HIT ALABAMA), (Junior Lender), owns and holds a promissory note in the amount of \$ __25,000.00__ Dated __6/26/2013__, recorded in document number _20130726000304590_ 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 \$ __108,000.00__ Dated: __10/27/2016__. 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 thereunder 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 \$ __25,000.00__, 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

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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:

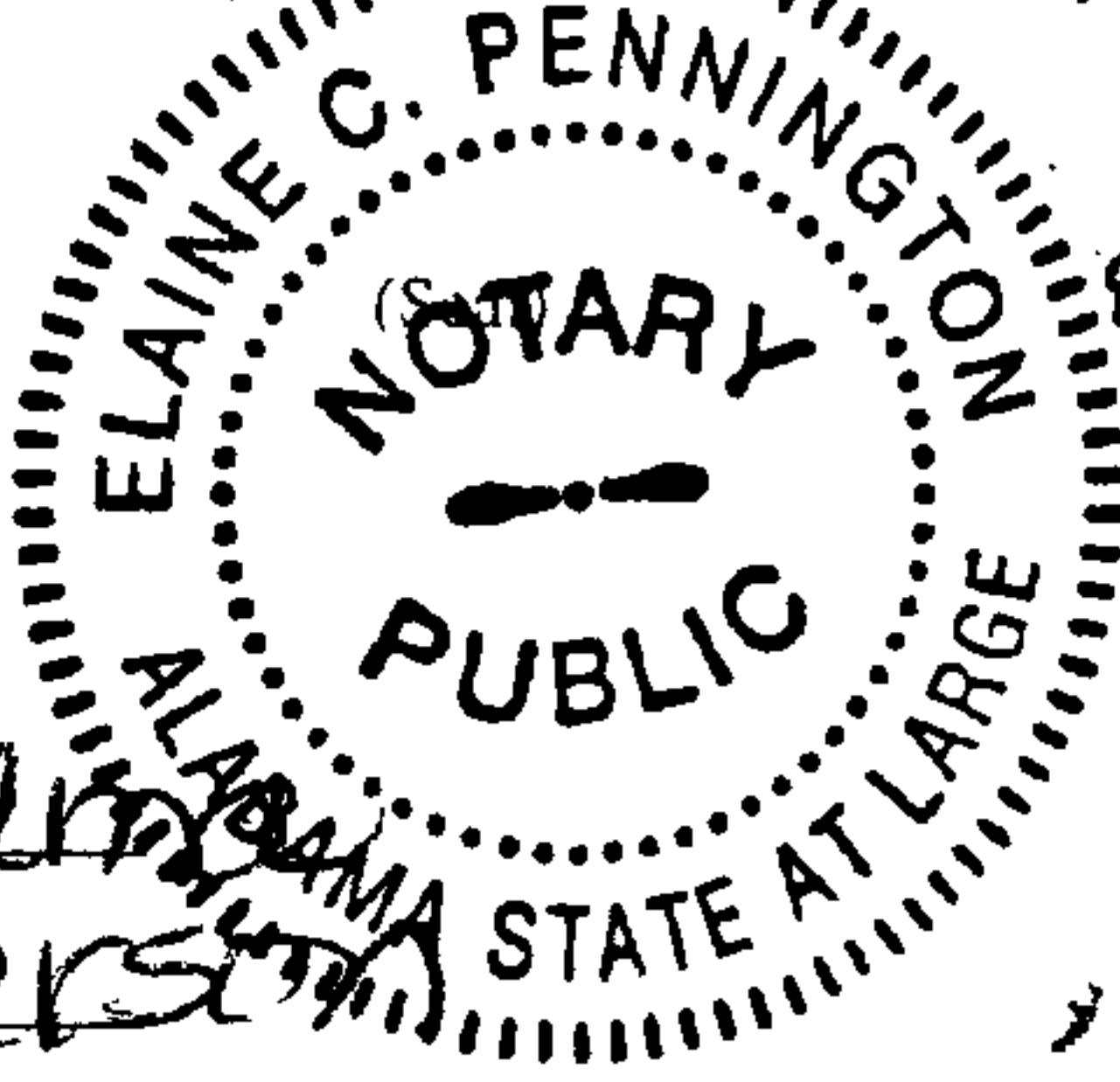
Title: Single Family Administrator of ALABAMA HOUSING FINANCE AUTHORITY
(HARDEST HIT ALABAMA)

New Senior Lender:

Title: Sr. Vice Pres. Lend

The State of Alabama Montgomery County

I, Elaine Pennington a notary in and for said County, in said State, hereby certify that Michael J. King whose name as SFA of ALABAMA HOUSING FINANCE AUTHORITY (HARDEST HIT ALABAMA), a corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as as aforesaid. Given under my hand this 4th day of November 2016



Elaine Pennington
Notary Public
My commission expires: _____

My commission expires 03/16/2019

State of Alabama

County of Jefferson

JC Shane White
Francis Perina

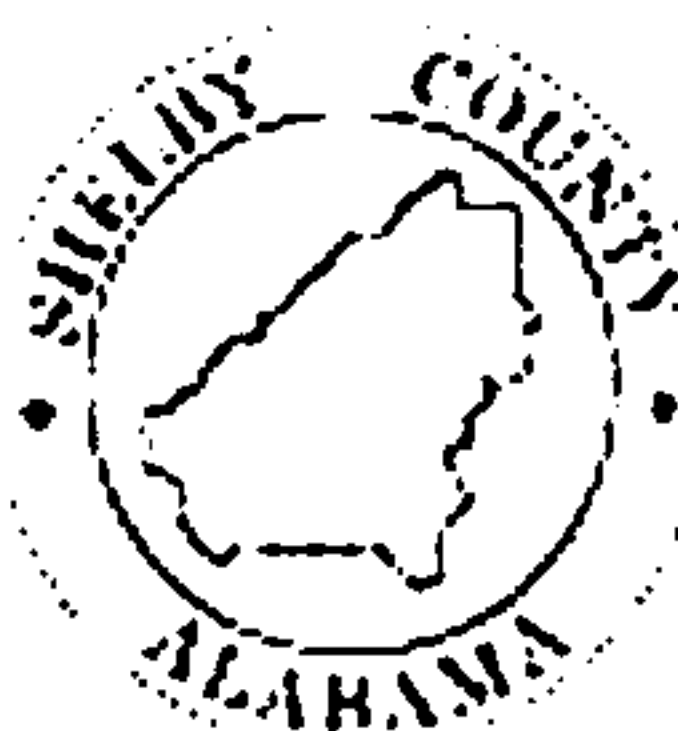
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Francis Perina as SVP (title) of Compass Bank (institution) whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents 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 18th day of November 2016

(Seal)

Francis P. Perina
Notary Public

My commission expires: 12/27/16



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/28/2016 12:49:55 PM
\$18.00 CHERRY
20161128000433440

James W. Fuhrmeister