

20170922000346500 09/22/2017 01:54:29 PM SUBAGREM 1/4

Prepared by: SunTrust Bank
When Recorded Return To:
SunTrust Consumer Loan Operations
Image Department
Post Office Box 305053
Nashville, TN 37230-5053



THIS SUBORDINATION AGREEMENT is given this 30TH day of AUGUST, 2017, by and between QUICKEN LOANS, INC., ISAOA ("New Lender"), and SunTrust Bank ("SunTrust").

WITNESSETH

WHEREAS, SunTrust is the owner and holder of that certain promissory note or line of credit agreement dated MARCH 31, 2008, (the "Agreement"), given by one or more borrowers as described in the Agreement ("Borrower," whether one or more); and

WHEREAS, JOY KNICKMAN ROCHE AND HER HUSBAND; CHARLES D ROCHE JR ("Owner," whether one or more) is the owner of certain real property located in SHELBY County, State of ALABAMA (the "Property"), more fully described as:

See attached Schedule/Exhibit "A" for full Legal Description; and

WHEREAS, in order to secure repayment of obligations incurred by Borrower under the Agreement, and any and all renewals, extensions, substitutions and modifications thereof, Owner granted a Deed to Secure Debt, Deed of Trust or Mortgage of even date with the Agreement (the "Security Instrument"), in the amount of \$22,000.00 which granted a lien upon the Property and which was recorded on MAY 12, 2008, in Deed, Trust, Liber or Official Record Book ("Book") , Page , or as Instrument Number 20080512000194110, in the Register's, Recorder's or Clerk's Office for SHELBY County, State of ALABAMA (the "Recording State and County"); and

(Check if and as applicable; if all are unmarked, this means the Agreement and Security Instrument were executed in favor of SunTrust):

WHEREAS, SunTrust was formerly known as

WHEREAS, SunTrust is successor by merger to

WHEREAS, the Agreement and Security Instrument were originally executed by Borrower and Owner, respectively, in favor of ("Original Creditor"), and all right, title and interest in and to the Agreement and Security Instrument were assigned by Original Creditor to SunTrust (or its predecessor in interest) by virtue of that certain Assignment recorded in the Recording State and County in Book , Page or as Instrument Number

AND (Choose if applicable):

The Agreement and/or Security Instrument were previously modified as follows: ; and

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Multistate Sub (7-2012)

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WHEREAS, Owner desires to refinance the loan which was secured by a first lien on the Property and as a condition of the refinance, New Lender requires SunTrust to subordinate the lien of its Security Instrument to the lien created by New Lender; and

WHEREAS, SunTrust has agreed to subordinate the lien on the Property created by its Security Instrument to the lien which has been or will be granted by Owner to New Lender.

If this box is checked, SunTrust's agreement to subordinate its lien is expressly conditioned upon Borrower and/or Owner's execution of a Modification of Security Instrument dated , providing for a modified credit limit of \$ ("Modification"), and recordation of the Modification contemporaneously herewith. Therefore, failure to record the executed Modification will result in this Subordination Agreement being of no force or effect.

NOW THEFORE, in consideration of the foregoing and for the express purpose of inducing New Lender to refinance the first loan for Borrower, SunTrust hereby agrees and confirms that its lien secured by the Property, as described above, and any and all advances made under this loan or line of credit after this date are hereby inferior and subordinate to the lien upon the Property, created by the Security Instrument granted or given by Owner to New Lender up to the original principal balance of \$155,858.00, for the purpose of refinancing the first lien on the Property.

Nothing contained herein shall otherwise modify or affect the lien of SunTrust or New Lender in the Property except as herein specifically stated.

[Signatures appear on the following page]

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IN WITNESS WHEREOF, the parties hereunto set their hand and seal as of the date set forth above.

Witness Signatures (Two signatures are required)

Signed, sealed and delivered in the presence of:

Witness: Kim Demola

Witness, Kim Cahill

SUNTRUST BANK

Print Name: Robert Hodges

Title: Vice President



STATE OF <u>FLORIDA</u> CITY/COUNTY OF <u>ORANGE</u>) PROBATE/ACKNOWLEDGMENT

On this 30TH day of AUGUST, 2017, before me, the undersigned Notary Public, personally appeared Robert Hodges and known to me to be the Vice President, authorized agent for SunTrust Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of SunTrust Bank, duly authorized by SunTrust Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of SunTrust Bank.

Daniel Vasquez

Residing at: 7455 Chancellor Drive

Orlando, Florida 32809

Notary Public in and for the County of Orange

My commission expires: _

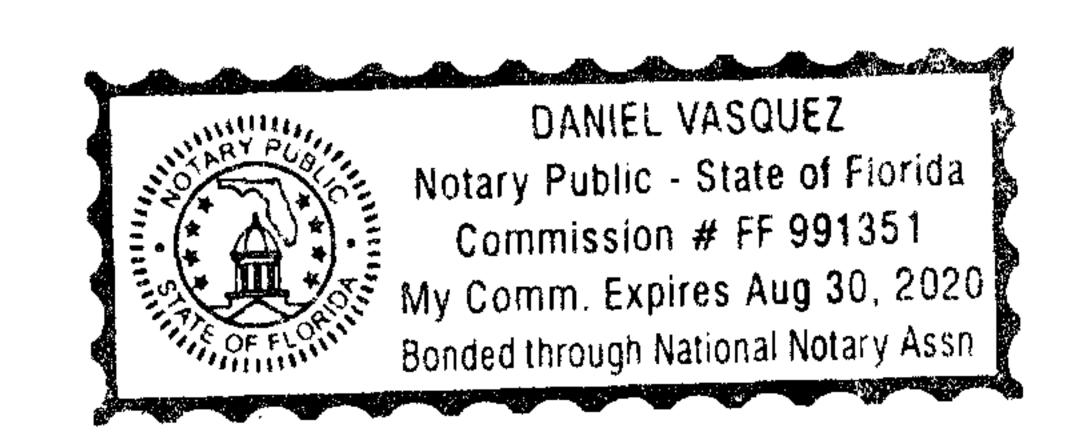


EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 097361002009000

Land situated in the County of Shelby in the State of AL

LOT 2-09, ACCORDING TO THE PLAT OF CHELSEA PARK 2ND SECTOR, AS RECORDED IN MAP BOOK 34, PAGE 22, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA

TOGETHER WITH THE NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS OF CHELSEA PARK, A RESIDENTIAL SUBDIVISION, EXECUTED BY THE GRANTOR AND FILED FOR RECORD AS INSTRUMENT NO. 20041014000566950 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CHELSEA PARK 2ND SECTOR EXECUTED BY GRANTOR AND CHELSEA PARK RESIDENTIAL ASSOCIATION, INC., AND RECORDED AS INSTRUMENT NO. 20041014000566960 (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION").

SOURCE OF TITLE INSTRUMENT NUMBER 20071207000556320.

Commonly known as: 2060 Chelsea Park Bnd, Chelsea, AL 35043-7226

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES

20170922000346500



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
09/22/2017 01:54:29 PM
\$24.00 CHERRY

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