



WHEN RECORDED MAIL TO:
USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, TX 78288-0558
Prepared By: LAURA BROWN
ATTENTION: EQMISC

20171204000434340
12/04/2017 03:20:11 PM
SUBAGREM 1/3

SUBORDINATION AGREEMENT

Effective Date: November 17, 2017

Owner(s): MARK D DRACKETT
BARBARA A DRACKETT

Subordinating Party: USAA Federal Savings Bank

Senior Lender: **PHH MORTGAGE CORPORATION**

Property Address: **1101 COLONIAL DR , ALABASTER, AL 35007**

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by the Subordinating Party in favor of the Senior Lender named above.

The Owner(s) listed above (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Party has an interest in the Property by virtue of a **Mortgage** given by the Owner, covering the Property, more particularly described on Exhibit A, which document is dated **September 29, 2008**, recorded on **October 14, 2008** at **SHELBY COUNTY, STATE OF ALABAMA** in **INSTRUMENT #20081014000404040** (as the same may have been amended from time to time as set forth below, the "Existing Security Instrument"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to **MARK D DRACKETT and BARBARA A DRACKETT** by Subordinating Party.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed **\$123,800.00** (the "New Loan or Amended Loan") provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, this Subordination Agreement is VOID.

The Subordinating Party is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.



NOW, THEREFORE, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. Agreement to Subordinate

Subordinating Party hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

B. General Terms and Conditions

Binding Effect – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

Nonwaiver – This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election under the New Security Instrument or related documents shall affect this Agreement.

Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

C. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, has set its hand and seal as of the Effective Date above unless otherwise indicated.

Subordinating Party

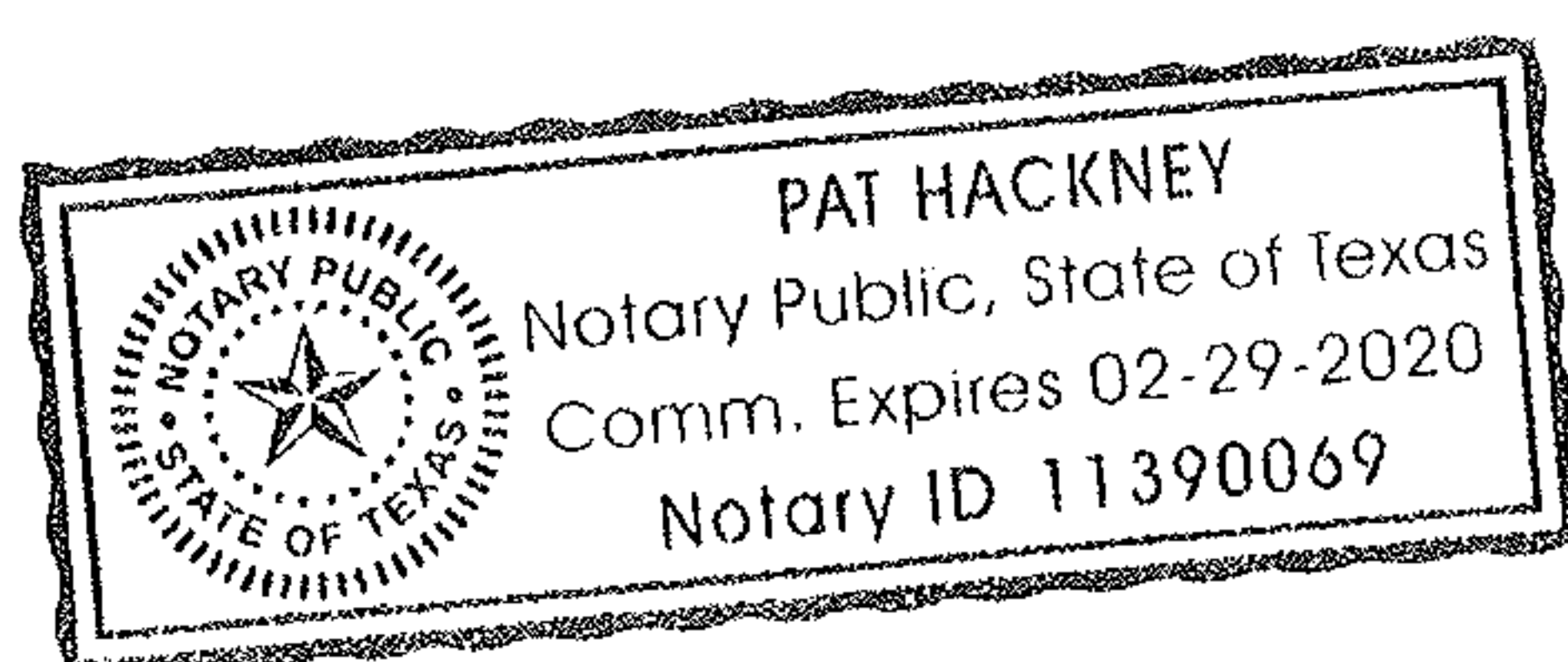
USAA Federal Savings Bank



By: LAURA BROWN
Account Services Specialist

STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on November 17, 2017 by LAURA BROWN, Account Services Specialist of USAA Federal Savings Bank, a federally chartered savings bank on behalf of said savings bank.



PAT HACKNEY
Notary Public
State of Texas
My Commission Expires: February 29, 2020



20171204000434340 12/04/2017 03:20:11 PM SUBAGREM 3/3

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY,
ALABAMA, TO WIT:

LOT 27, ACCORDING TO THE SURVEY OF NAVAJO HILLS, 9TH SECTOR, AS RECORDED
IN MAP BOOK 10, PAGE 84 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA; BEING IN SHELBY COUNTY, ALABAMA.

TAX ID: 138341005027000

Purported Address: 1101 Colonial Dr, ALABASTER AL 35007



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
12/04/2017 03:20:11 PM
\$21.00 DEBBIE
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A handwritten signature in black ink, appearing to read "J. W. Fuhrmeister", is written over the printed name of the Probate Judge.