AFTER RECORDING
PLEASE RETURN TO:
BBVA SUBORDINATION DEPT
AL BI HW RTS
401 WEST VALLEY AVE
BIRMINGHAM, AL 35209

#### SUBORDINATION AGREEMENT

Borrower: Jeremy Anderson

Property Address: 3349 Culloden Way Birmikngham, Al. 35242

This Subordination Agreement dated 94/10/8 is between BBVA USA fka Compass Bank, (Junior Lender), Method Mortgage, LLC (New Senior Lender).

#### **RECITALS**

BBVA USA fka Compass Bank, (Junior Lender), towns and holds a promissory note in the amount of \$46,000,00, with accompanying mortgage/deed of trust/security deed dated 03/23/18, and recorded as instrument Number 20180410000118720 on 04/10/18 (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 \$210,000.00.

Dated: 12/14/2020 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 \$210,000.00, 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 Sentor 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.

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	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.							
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