



20060421000186610 1/5 \$25.00  
Shelby Cnty Judge of Probate, AL  
04/21/2006 08:33:16AM FILED/CERT

Document Number	<b>Subordination Agreement</b>
Record and Return to:  LSI 700 Cherrington Parkway Coraopolis, PA 15108	
Prepared By: Bridget Conto LSI 700 Cherrington Parkway Coraopolis, PA 15108	
Parcel ID# 131111005023000	

## SUBORDINATION AGREEMENT

20060421000186610 2/5 \$25.00  
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This agreement dated this 29 day of March, 2006, is made by the **Mortgage Electronic Registration Systems, Inc. (MERS)**, as nominee for **Countrywide Home Loans**, 4500 Park Granada, Calabasas Ca, 91302-1613 N/A in favor of **ING Bank, F.S.B.**, 600 Saint Germaine Street, St. Cloud, MN 56301 (hereinafter called the "Refinance Creditor")  
WITNESSETH:

WHEREAS, **Subordinate Mortgagee** is the holder of that certain mortgage executed by **Robbie W. Allen** ("the Mortgagor") to the **Mortgage Electronic Registration Systems, Inc. (MERS)**, N/A which open-ended mortgage was **executed on 08/03/04**, in the amount of **\$30,150.00** and was **recorded in Instrument No. 20040805000438070 on 08/05/04**, in the Office of the Judge of Probate of Shelby County, Alabama, on the following described property located in Shelby County, Alabama:

Lot 35, according to the Survey of Crosscreek Cove, as recorded in Map Book 32, Page 72, in the Probate Office of Shelby County, Alabama.

WHEREAS, **Refinance Creditor** has agreed to lend to the Mortgagor the sum not to exceed \$128,800, to be used, among other things, to pay in full the indebtedness secured by the Existing 1st Mortgage to **Mortgage Electronic Registration Systems, Inc. (MERS)**, N/A **Loans** dated 08/03/04, in the amount of \$120,700.00, and recorded 08/05/04 in Instrument No. 20040805000438060, in the Probate Office of Shelby County, Alabama, and to obtain a release or satisfaction of record of the Existing 1st Mortgage, but on the condition that the Refinance Loan be secured by a Mortgage and that the Refinance Mortgage be entitled to the rights afforded to a first mortgage on such property; and

WHEREAS, at Mortgagors' and Refinance Creditor's request, Subordinate Mortgagee has agreed to subordinate its Mortgage to the **Refinance Mortgage recorded in Instrument No. 20060421000186600** in the **Probate Office of Shelby County, Alabama, on the \_\_\_\_\_ day of \_\_\_\_\_, 2006.**

NOW, THEREFORE in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Subordinate Mortgagee does hereby agree with Refinance Mortgagee as follows:

1. Subordination. In order to induce Refinance Creditor to make the Refinance Loan and, at any time or from time to time, at Refinance Creditor's option, to grant such extensions or renewals of the Refinance Loan as Refinance Creditor may deem advisable, Subordinate Mortgagee hereby subordinates its mortgage and all its right, title and interest in the property conveyed and transferred thereby to the Refinance Mortgage and all the right, title and interest in the property conveyed and transferred to the Refinance Creditor thereby, and Subordinate Mortgagee further agrees that any existing, or hereafter acquired, or arising security interests, security title, or lien in or on the property conveyed or transferred by the Mortgage are, and at all times hereafter, shall be and remain subordinate and inferior in priority to any security interest, security title or lien in, or on, such property in favor of Refinance Creditor securing payment of the Refinance Loan, including, without limitation, the Refinance Mortgage; provided, that the subordination herein made is limited to the original principle amount of the Refinance Loan, all interest thereon and all other sums Secured by the Refinance Mortgage (other than additional advances of principle to the mortgagors, their heirs, personal



SUBORDINATION AGREEMENT-PAGE 2

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RE: Robbie W. Allen  
Mortgage Electronic Registration Systems, Inc. (MERS),  
Loans to ING Bank, F.S.B.

representatives, successors or assigns), and provided further that it is a condition to the effectiveness of this Subordination Agreement that the Refinance Mortgage and a release or satisfaction of the Existing 1st Mortgage must be recorded in due course in the Probate Office named above.

2. Successors and Assigns. This Subordination Agreement shall be binding upon and shall inure to the benefit of Subordinate Mortgagee and Refinance Creditor and their respective successors and assigns, but this agreement shall not inure to the benefit of any other third party.

3. Waiver of Notice and Acceptance. Notice of acceptance of this Subordination Agreement by Refinance Creditor, is hereby waived by Subordinate Mortgagee, and this Subordination Agreement and all of the terms hereof shall be immediately binding upon Subordinate Mortgagee from the date of execution and delivery hereof.

IN WITNESS WHEREOF, Subordinate Mortgagee, **Mortgage Electronic Registration Systems, Inc. (MERS)**, N/A, by its duly authorized officer and/or employee, has executed this agreement on or as of the date first above written.

Mortgage Electronic Registration Systems, Inc. (MERS),

By: Pilar San Juan  
Its: Pilar San Juan, Assistant Secretary

State of \_\_\_\_\_

County of \_\_\_\_\_

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_  
whose name as \_\_\_\_\_

of **Mortgage Electronic Registration Systems, Inc. (MERS)**,

signed to the foregoing instrument, and who is known to me, acknowledges before me on this day that, being informed of the contents of the instrument, he/she, as such officer and/or employee and with full authority to bind, **Mortgage Electronic Registration Systems, Inc. (MERS)**,

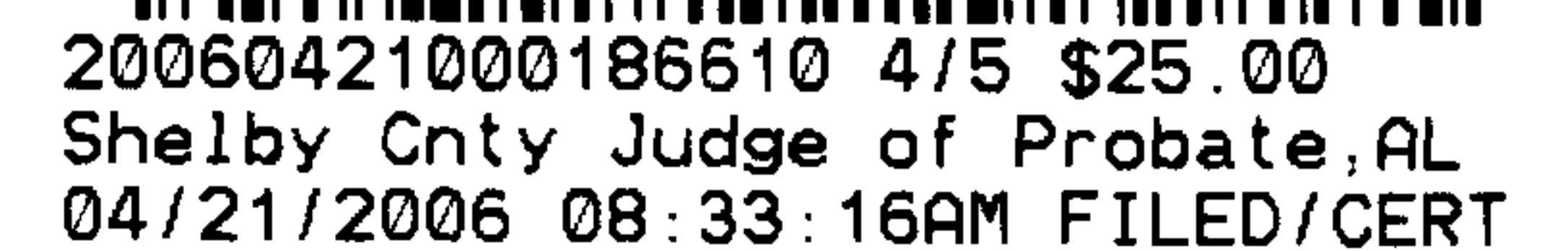
in this agreement, executed the same voluntarily for and as the act of said Bank.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public


My commission expires: \_\_\_\_\_

Prepared By: Dawn I. McDonald  
Attorney at law  
9212 Brookhurst Dr, Ste. 101  
Birmingham, AL 35235



STATE OF CALIFORNIA )  
 )  
COUNTY OF VENTURA ) ss.


WITNESS my hand and official seal.



DEBRA RODRIGUEZ  
Commission # 1547488  
Notary Public — California  
Ventura County  
My Comm. Expires Jan 27, 2009



Fidelity National Title Insurance Company

  
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Commitment Number: 2173789

**SCHEDULE C**  
**PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

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

LOT 35, ACCORDING TO THE SURVEY OF CROSSCREEK COVE, AS RECORDED IN MAP BOOK 32, PAGE 72, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Parcel/Tax I.D. #: 131111005023000

Commonly known as: 603 Crosscreek Cove, Pelham, AL 35124