

This instrument was prepared by:

Terry L. Seals

an employee of

Alabama Housing Finance Authority

7460 Halcyon Pointe Drive 2<sup>nd</sup> Floor

Montgomery, AL 36117



20110421000122960 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
04/21/2011 03:42:11 PM FILED/CERT

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

## **Subordination Agreement**

(Modified Mortgage)

Date: April 14, 2011

**Lot 1707, according to the Survey of Old Cahaba IV, 2<sup>nd</sup> Addition, Phase 5, as recorded in Map Book 34 at page 53 in the Probate Office of Shelby County, Alabama.**

Property Address: **661 BENTMOOR DR, HELENA AL 35080**

**Subordinating Lender: Alabama Housing Finance Authority**

Junior Mortgage

Date: July 31, 2008

Borrower: TREASIA MAY PETERSON An unmarried woman

Trustee: Mortgage Electronic Registration Systems (MER)

Recording information: Instrument No. 20080821000336750, in the Probate office of Shelby County, Alabama.

**Senior Lender: Alabama Housing Finance Authority**

Original Mortgage

Date: July 31, 2008

Borrower: TREASIA MAY PETERSON An unmarried woman

Note secured by Original Mortgage:

Dated: July 31, 2008

Original principal amount: **\$185,981.00**

Recording information: **Instrument No. 20080821000336740 in the Probate office of Shelby County, Alabama.**

### **Modified Mortgage**

Date of Modification: April 12, 2011

Borrower: TREASIA MAY PETERSON An unmarried woman

Modified Note secured by Modified Mortgage:

Dated: April 12, 2011

Modified principal amount: **\$191,550.37**

Subordinating Lender is the owner and holder of the Junior Mortgage and obligations secured by the Junior Mortgage; the Junior Mortgage is a lien on the title to the Property or an interest in that title. For value received and to induce the Senior Lender to modify the Original Mortgage, Subordinating Lender unconditionally subordinates its lien on, and all other rights and interests in, the title to the Property resulting from the Junior Mortgage to the lien on, and all other rights and interests in, the title to the Property resulting from the Modified Mortgage. Subordinating Lender agrees that its lien on, and all other rights and interests in, the title to the Property resulting from the Junior Mortgage will remain subordinate to the lien on, and all other rights and interests in, the title to the Property resulting from the Modified Mortgage regardless of any renewal, extension or further modification of the Modified Mortgage.

This Subordination Agreement shall be binding upon the successors and assigns of the Subordinating Lender.

Mortgage Electronic Registration Systems (MER)

By:

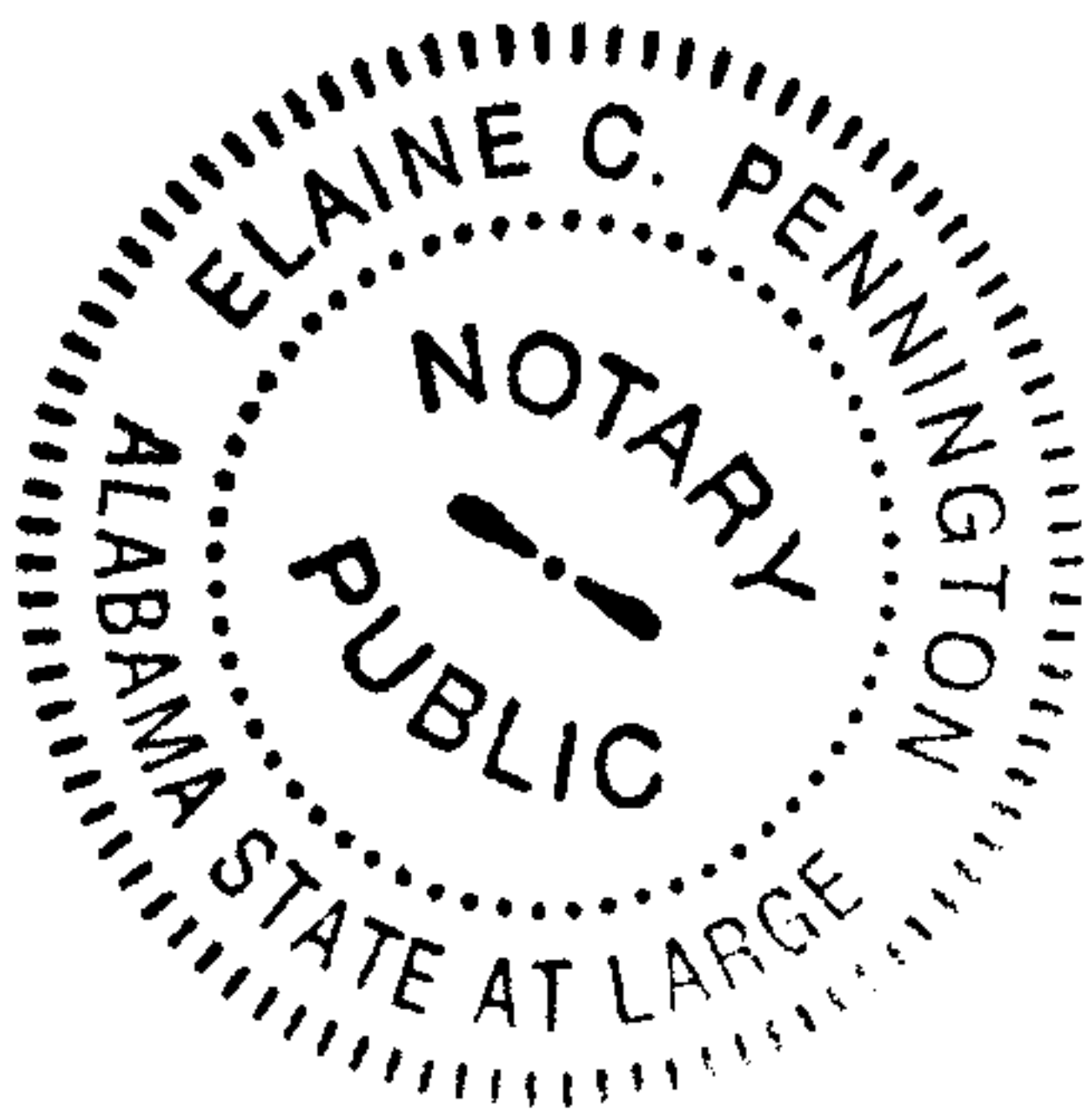
Kathy Boston

STATE OF ALABAMA)

COUNTY OF MONTGOMERY

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I, the undersigned authority, a Notary Public in and for said county in said state, do hereby certify that, Kathy Boston whose name as Vice President of the MORTGAGE ELECTRONIC REGISTRATION SYSTEM, INC. ("MERS"), a corporation, is signed to the foregoing Subordination Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Subordination Agreement, she, as such Vice President and with full authority to act on behalf of said corporation, executed the same voluntarily for and as the act of the corporation on the day the same bears date.



*Elaine Pennington*

Notary Public

My Commission Expires: \_\_\_\_\_

**My commission expires 3/16/2015.**