

Carrie Conners  
MAC X3802-03A  
8480 Stagecoach Circle  
Frederick, MD 21701

Recording Information:

Return  
to NETCO.

733 Crown Industrial Court - A  
Chesterfield, MO 63005

877-776-3006



20121203000460230 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
12/03/2012 11:15:08 AM FILED/CERT

### Subordination Agreement

NAL-1186615

THIS AGREEMENT is made and entered into on this 16<sup>th</sup> day of November, 2012 by "MERS" Mortgage Electronic Registration Systems, Inc., (hereinafter referred to as "Beneficiary") in favor of Village Capital & Investment, LLC its successors and assigns (hereinafter referred to as "Lender").

### WITNESSETH

WHEREAS, Homeservices Lending, LLC Series A DBA Homeservices Lending did loan Emily E. Salter and Whitney P. Salter ("Borrower") the sum of \$4,155.00 which loan is evidenced by a promissory note dated May 05, 2010 executed by Borrower in favor of "MERS" Mortgage Electronic Registration Systems, Inc., as nominee for Homeservices Lending, LLC Series A DBA Homeservices Lending and is secured by a Deed of Trust/Mortgage even date therewith (the "Mortgage") covering the property described therein and recorded as Instrument # 20100609000183000 Book N/A Page N/A of the real property records in the office of County of Shelby, State of Alabama and

WHEREAS, Borrower has requested that Lender lend to it the sum of \$135,130.00 (the "loan"), such loan to be evidenced by the promissory note dated 11/21/2012 executed by Borrower in favor of Lender and secured by a Mortgage of even date therewith (the "New Mortgage") covering in whole or in part of the property covered by the Mortgage: and

WHEREAS, Lender has agreed to make a loan to the Borrower, if, but only if, the New Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Mortgage and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of the New Mortgage of Lender.

NOW, THEREFORE, in consideration of One Dollar and in consideration for the premises and for other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, and in order to induce Lender to make the Loan above referred to, Beneficiary agrees as follows:

1. The New Mortgage and the note secured thereby and the debt evidenced by such and any and all renewals and interest payable on all of said debt and on any and all such renewals and extensions shall be and retain at all times a lien or charge on the property covered by the New Mortgage, prior and superior to the lien or charge of the Mortgage in favor of Beneficiary.



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2. Beneficiary acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Mortgage in favor of the lien or charge of the New Mortgage in favor of Lender and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination specific loans and advances are being and will be made, and as part and parcel thereof specific monetary and other obligations are being and will be entered into by Lender which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the New Mortgage, and the priority thereof, and there are no agreements, written or oral, outside or separate from this agreement and all prior negotiations are merged into this agreement.

4. This agreement shall insure to the benefit of and be binding upon the successors and assigns of the parties.

This subordination agreement shall become invalid in the event that the new loan amount exceeds \$135,130.00.

BENEFICIARY: "MERS" Mortgage Electronic  
Registration Systems, Inc.

BY: *Ralph L. Hall*  
Ralph L. Hall

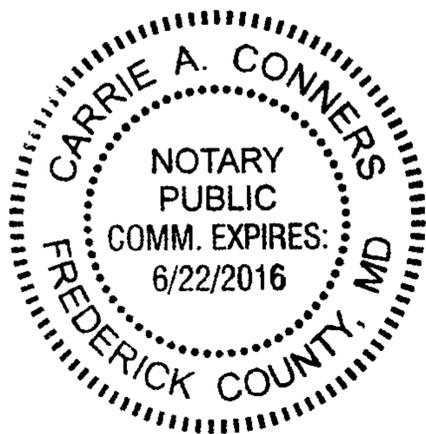
ITS: Vice President

State of Maryland

County of Frederick

I, the undersigned authority, Notary Public in and for said County, in said State, hereby certify that Ralph L. Hall whose name as Vice President, of "MERS" Mortgage Electronic Registration Systems, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me, on this day that, being informed of the contents of said instrument, (s) he as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this the 16<sup>th</sup> day of November, 2012.



*Carrie A. Conners*  
Notary Public

My Commission Expires: 06/22/2016



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NETCO

**NETCO File Number: NAL-1186615**

**Borrower Last Name: Salter**

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**Exhibit A  
Legal Description**

**Lot 77, according to the Survey of Thlrd Sector Portsouth, as recorded in Map Book 7,  
Page 110, in the Probate Office of Shelby County, Alabama.**

**Commonly known as: 305 Tradewinds Circle, Alabaster, AL 35007 in the County of Shelby**

**Parcel Number: 13-7-26-2-001-003.084**