  
20130319000114170 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
03/19/2013 12:22:58 PM FILED/CERT

8601455036

**WHEN RECORDED MAIL TO:**

**Ocwen Loan Servicing, LLC**

3451 Hammond Ave.

Waterloo IA 50702

Prepared by: **Samantha Grandston**

**MIN Number: 100039049766648232**

**MERS Phone Number: 1-888-679-6377**

**SUBORDINATION AGREEMENT**

**THIS SUBORDINATION AGREEMENT**, made February 27, 2013, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **Mortgage Electronic Registration Systems, Inc., ('MERS')**

**W I T N E S S E T H:**

**THAT WHEREAS David Fincher and Vickie Fincher**, residing at **250 LINWOOD ROAD, STERRETT, AL 35147**, did execute a Mortgage dated **December 8, 2005** to **Mortgage Electronic Registration Systems, Inc., ('MERS')**, covering:

SEE ATTACHED

To Secure a Note in the sum of **\$94,825.00** dated **December 8, 2005** in favor of **Mortgage Electronic Registration Systems, Inc., ('MERS')**, which Mortgage was recorded **February 8, 2005** as **Instrument No 20051221000656960**, County of **SHELBY**.

**WHEREAS**, Owner has executed, or is about to execute, a Mortgage and Note in the sum of (Not to exceed) **\$206,000.00** dated **March 12, 2013** in favor of **Fox Mortgage Inc ISAOA**, here in after referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

**WHEREAS**, it is a condition precedent to obtaining said loan that Lender's mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before described, prior and superior to the lien or charge of **Mortgage Electronic Registration Systems, Inc., ('MERS')** mortgage first above mentioned.

8601455036 David Fincher

**NOW THEREFORE**, in consideration of the mutual benefits accruing to the parties hereto, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

(1) That said mortgage securing said note in favor of Lender, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of **Mortgage Electronic Registration Systems, Inc., ('MERS')** mortgage first above mentioned, including any and all advances made or to be made under the note secured by **Mortgage Electronic Registration Systems, Inc., ('MERS')** mortgage first above mentioned.

(2) Nothing herein contained shall affect the validity or enforceability of **Mortgage Electronic Registration Systems, Inc., ('MERS')** mortgage and lien except for the subordination as aforesaid.

WITNESSED BY:

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

By: Jeff Uden  
Jeff Uden

By: Diane Kohrs  
Diane Kohrs

By: Jeff Uden  
Jeff Uden

By: Diane Kohrs  
Diane Kohrs

By: Jami M. Beranek  
Jami M. Beranek

Title: Assistant Secretary

Attest: Amber Swanger  
Amber Swanger

Title: Assistant Secretary



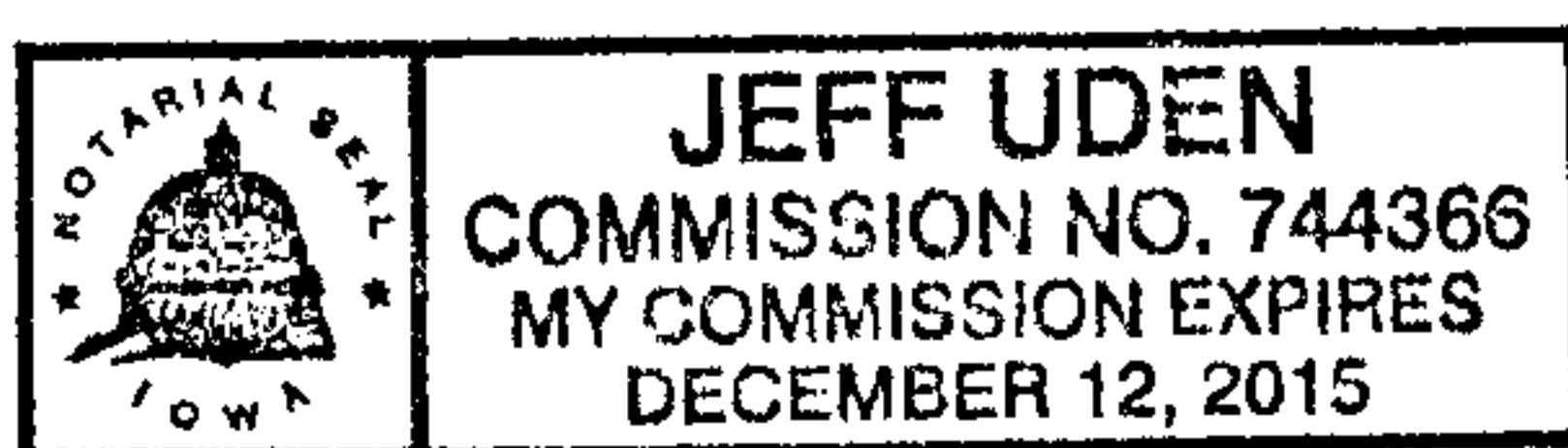
STATE OF IOWA

COUNTY OF BLACK HAWK

ss:

On February 27, 2013, before me **Jeff Uden**, a notary public in and for the said county, personally appeared **Jami M. Beranek** known to me to be an **Assistant Secretary of Mortgage Electronic Registration Systems, Inc., ('MERS')** and **Amber Swanger** known to me to be an **Assistant Secretary of Mortgage Electronic Registration Systems, Inc., ('MERS')**, Solely Defined As Nominee For The Lender, **Ocwen Loan Servicing, LLC**, the Limited Liability Company that executed the within instrumental also known to me (or proved to me on the basis of satisfactory evidence to be the person who executed the with instrument, behalf of the Limited Liability Company herein named and acknowledged to me that such Limited Liability Company executed the same.

WITNESS my hand and notarial seal.



Jeff Uden  
Jeff Uden  
Notary Public

8601455036 David Fincher

