

20150902000306120  
09/02/2015 09:34:28 AM  
SUBAGREM 1/4

AFTER RECORDING  
PLEASE RETURN TO:

THIS DOCUMENT WAS PREPARED BY:

SPECIALIZED LOANS SERVICING, LLC  
8742 LUCENT BLVD  
SUITE 300  
HIGHLANDS RANCH, CO 80129  
MERS 888-679-6377  
MIN #:1000724-0090507879-9

DANIEL BROWNING  
BANK OF AMERICA, N.A.  
6400 LEGACY DR  
PLANO, TX 75024

19689441

### SUBORDINATION AGREEMENT

Borrower: Robert J Venter and Jean Nicole Venter

Property Address: 6078 Forest Lakes Cove. Chelsea, AL 35043

This Subordination Agreement dated 8/18/2015, is between Mortgage Electronic Registration Systems Inc., as Nominee for CMG Mortgage Services Inc., (Junior Lender),  
\* its successors and assigns  
And BANK OF AMERICA, NA, (New Senior Lender).

**Record Concurrently**

### RECITALS

Mortgage Electronic Registration Systems Inc., as Nominee for CMG Mortgage Services Inc., as Nominee for Countrywide Bank, N.A., (Junior Lender), owns and holds a promissory note in the amount of \$20,900.00, with accompanying mortgage/deed of trust/security deed

Dated April 7<sup>th</sup>, 2005, and recorded in book NA, page NA, as Instrument Number 20050512000229560 on May 12<sup>th</sup>, 2005 (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 not to exceed \$91,400.00

Dated: \_\_\_\_\_. 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 \$91,400.00, 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 Senior 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.

**8. Entire Agreement (Integration)**

This Agreement and any related documents represent the complete and integrated understanding between Junior Lender and New Senior Lender pertaining to the terms and conditions of this Agreement. Any waiver, modification, or notation of this agreement must be in writing, executed by New Senior Lender, (or its successors or assigns), or Junior Lender, (its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

**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.

**10. Acceptance**

Lender acknowledges that they have read, understand, and agree to the terms and conditions of this Agreement.

**Mortgage Electronic Registration Systems Inc., as Nominee for CMG Mortgage Services Inc.\***

By: 

Printed Name: Jessy McDaniel

Title: Assistant Secretary

Witness:  
(if required by state)





Printed Name: Terri Thornton

Lisa Carstensen

State of Colorado

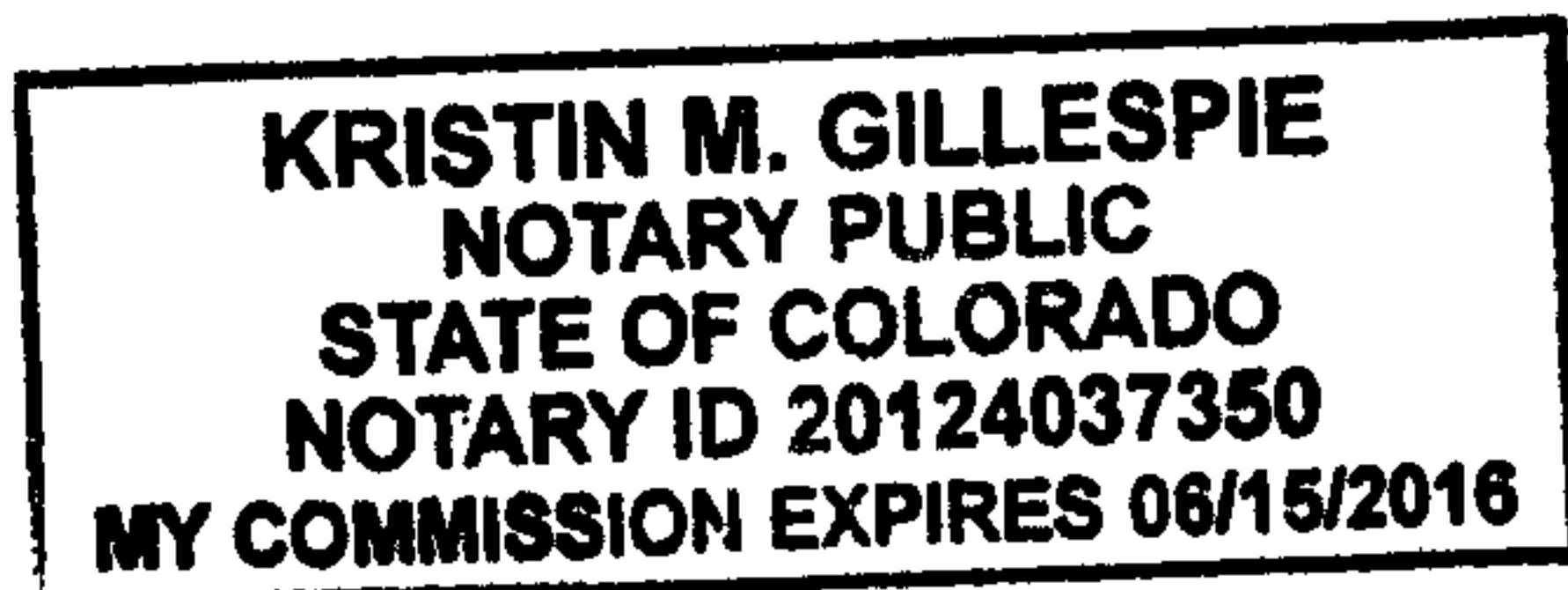
County of Douglas

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jessy McDaniel, as Assistant Secretary (title) of Mortgage Electronic Registration Systems Inc., as Nominee for CMG Mortgage Services Inc., whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of August, 2015.

(Seal)

Kristin M. Gillespie  
Notary Public  
Kristin M Gillespie  
My commission expires: 6/15/2016



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Order No.: **19689447**  
Loan No.: 252396093

### Exhibit A

The following described property:

Lot 359 according to the Survey of Forest Lakes, Sector 4, as recorded in Map Book 33 at Page 25A, B and C, in the Office of the Judge of Probate Court of Shelby County, Alabama.

Assessor's Parcel No: 095220008088000



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
09/02/2015 09:34:28 AM  
\$23.00 CHERRY  
20150902000306120

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the printed name and title of the Probate Judge.