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Shelby Cnty Judge of Probate, AL  
03/27/2008 02:51:17PM FILED/CERT

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**WHEN RECORDED MAIL TO:**

**Homecoming Financial, LLC**

1100 Virginia Drive  
Ft. Washington, PA 19034  
Prepared by: Joe Schrader

**SUBORDINATION AGREEMENT**

**THIS SUBORDINATION AGREEMENT**, made February 25, 2008, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **Mortgage Electronic Registration Systems, Inc..**

**WITNESSETH:**

**THAT WHEREAS** Angela J. Leigh and Scott Alan Leigh, residing at 248 Lime Creek Lane, Chelsea, AL 35043, did execute a Mortgage dated 5/9/2007 to **Mortgage Electronic Registration Systems, Inc.** covering:

SEE ATTACHED

To Secure a Note in the sum of \$ 40,000.00 dated 5/9/2007 in favor of **Mortgage Electronic Registration Systems, Inc.**, which Mortgage was recorded as Instrument No. 20070522000238880.

**WHEREAS**, Owner has executed, or is about to execute, a Mortgage and Note in the sum of \$ 262,857.00 dated 3/10/08 in favor of **First Lenders Mortgage Corporation**, 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.** mortgage first above mentioned.

**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.** mortgage first above mentioned, including any and all advances made or to be made under the note secured by **Mortgage Electronic Registration Systems, Inc.** mortgage first above mentioned.

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

WITNESSED BY:

By: [Signature]  
Joe Schrader  
By: [Signature]  
Vernice Mainor  
By: [Signature]  
Joe Schrader  
By: [Signature]  
Vernice Mainor

**Mortgage Electronic Registration Systems, Inc.**

By: [Signature]  
Marnessa Birckett

Title: Assistant Secretary

Attest: [Signature]  
James Callan

Title: Vice President



COMMONWEALTH OF PENNSYLVANIA

:

:ss

COUNTY OF MONTGOMERY

:

On 2-25-2008, before me, Tamika Scott, the undersigned, a Notary Public in and for said County and State, personally appeared Marnessa Birckett personally known to me (or proved to me on the basis of satisfactory evidence) to be the Assistant Secretary, and James Callan personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President of the Corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same, pursuant to its bylaws, or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[Signature]  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Tamika Scott, Notary Public  
Horsham Twp., Montgomery County  
My Commission Expires Nov. 27, 2010  
Member, Pennsylvania Association of Notaries