

SUBORDINATION AGREEMENT

This Agreement made this 23rd day of February, 2009 by Mortgage Electronic Registration Systems, Inc, (hereinafter called "Mortgagee") and SUNTRUST MORTGAGE, INC., its successors and/or assigns (hereinafter called "New Mortgagee").

WHEREAS, Mortgagee is the holder of a Mortgage (hereinafter called "Mortgage") in the amount of \$70,804.00 executed by **RYAN JOSEPH ISBELL and MICHELLE L. ISBELL**, dated 12/28/2006, recorded on 01/09/2007, recorded in, Document/Instrument # 20070109000011820, in SHELBY County Records and covering the property described as follows:

Exhibit "A"

LOT 24A, ACCORDING TO RESURVEY NO. 1 BELVEDERE COVE, AS RECORDED IN MAP BOOK 37, PAGE 86, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Commonly known as: 2014 BELVEDERE COVE, BIRMINGHAM, ALABAMA 35242

WHEREAS, **RYAN JOSEPH ISBELL and MICHELLE L. ISBELL** have applied to New Mortgagee for a loan in a principal amount not to exceed **\$210,150.00** which is to be secured by a mortgage (hereinafter called "New Mortgage") covering the above described property. *Inst # 20090317000097820*

WHEREAS, it is hereby agreed that the lien of the Mortgage shall be subordinate to the lien of the New Mortgage.

Thereof, in consideration of \$1.00 and other valuable consideration, receipt whereof is hereby acknowledged, Mortgagee covenants and agrees as follows:

1. Mortgagee hereby waives the priority of the lien of the Mortgage in favor of the lien of the New Mortgage and covenants and agrees that the Mortgage is and shall be subject and subordinate to the lien of the New Mortgage without regard to the time of execution, filing, origination or recording thereof or the time of making any disbursement, loan or extension of the credit secured thereby.
2. Mortgagee represents and warrants that it has not assigned or transferred, for collateral purposes or otherwise, the Mortgage or the obligations secured thereby.
3. This Agreement shall be binding upon and shall insure to the benefit of the Mortgagee and the New Mortgagee and their respective heirs, legal representatives, successors and assigns.

WITNESSES:

Carl Buzzard
Carl Buzzard

Boris Elizetov
Boris Elizetov

State of Ohio)
County of Cuyahoga) SS

Mortgage Electronic Registration Systems, Inc.

By: Susan Clelland
Susan Clelland
Secretary

On 23rd day of February, 2009 before me, Yecenia M. Mellado, a NOTARY PUBLIC, personally appeared Susan Clelland, Secretary, personally known to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies) and that by his/her/their signature (s) on the instrument the person (s) or the entity upon behalf of which the person (s) acted, executed the instrument.

Yecenia M. Mellado
Notary Public, Cuyahoga County, Ohio
Commission Expires: 04/30/2013



YECENIA M. MELLADO
Notary Public, State of Ohio
My Commission Expires
April 30, 2013
Recorded in Cuyahoga County