



20090611000224040 1/5 \$23.00
Shelby Cnty Judge of Probate, AL
06/11/2009 03:03:09 PM FILED/CERT

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

MSN SV-79/ DOCUMENT CONTROL DEPT.
P.O. BOX 10266
VAN NUYS CALIFORNIA 91410-0266

LOAN #: 166773572

ESCROW/CLOSING#: 210030127

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Twenty-eighth day of May, 2009, by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for COUNTRYWIDE BANK, F.S.B. ("Subordinated Lienholder"), with a place of business at P.O. BOX 2026, FLINT, MI 48501-2026.

WHEREAS, ANDREW LEEK PONTIUS and TARA F PONTIUS executed and

delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "Existing and Continuing Security Instrument") in the sum of \$150000.00 dated 05/11/2007 , and recorded in Book Volume N/A, Page_N/A , as Instrument No. 2007051700230410, in the records of SHELBY County, State of Alabama, as security for a loan (the "Existing and Continuing Loan"), which Existing and Continuing Security Instrument is a valid and existing lien on the real property located at 85 Lake Forest LN, Wilsonville, Alabama 35186-7317 and further described on Exhibit "A," attached.

WHEREAS, ANDREW LEEK PONTIUS and TARA F PONTIUS ("Borrower") executed and delivered to Bank Of America, N.A. ("Lender"), a deed of trust/mortgage in the principal amount not to exceed \$368000.00, which deed of trust/mortgage (the "New Security Instrument") is intended to be recorded herewith in the records of SHELBY County, State of Alabama as security for a loan (the "New Loan");

WHEREAS, it is a condition precedent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuing Loan; and

WHEREAS, Lender is willing to make said loan provided the lien securing the New Loan is a lien or charge upon the described property prior and superior to the lien of the Existing and Continuing Loan and provided that Subordinating Lender will specifically and unconditionally subordinate the lien of the Existing and Continuing Loan to the lien of the New Loan; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Borrower; and Subordinating Lender is willing that the lien securing the New Loan shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien securing the Existing and Continuing Loan.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration 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 the New Security Instrument, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the Existing and Continuing Security Instrument.
- (2) That Lender would not make the New Loan without this subordination agreement.

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the Existing and Continuing Security Instrument to the New Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the security instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Existing and Continuing Security Instrument above mentioned, which provide for the subordination of the lien to another security instrument, deed of trust or mortgage.

Subordinating Lender declares, agrees and acknowledges that


(a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;

(b) Lender making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part; and

(c) It intentionally and unconditionally waives, relinquishes and subordinates the lien of the Existing and Continuing Security Instrument in favor of the lien or charge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate 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 which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for BANK OF AMERICA, N.A., successor by merger to COUNTRYWIDE BANK, F.S.B.



Marie Waters, Assistant Vice President



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ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ }

On 05/28/2009 before me, Sheir D. Keith (notary) personally appeared Marie Waters, Assistant Vice President, of BANK OF AMERICA, N.A., successor by merger to COUNTRYWIDE BANK, F.S.B. personally known to me (or proved 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.

WITNESS my hand and official seal.

Signature _____



(NOTARY SEAL)

ATTENTION NOTARY:

Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO
THE DOCUMENT DESCRIBED AT RIGHT

Title of Document Type _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____



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LEGAL DESCRIPTION EXHIBIT A

Commence at the Northwest corner of Section 26, Township 21 South, range 1 East; thence proceed south along the west line of said section for 334.0 feet; thence turn a deflection angle to the left of 89 degrees 47 minutes 23 seconds and run 57.76 feet; thence turn a deflection angle to the right of 89 degrees 23 minutes 18 seconds and run 45.00 feet; thence turn a deflection angle to the right of 0 degrees 36 minutes 42 seconds and run 30.00 feet to the point of beginning of the parcel herein described; thence turn a deflection angle to the left of 90 degrees and run 50.00 feet; thence turn a deflection angle to the right of 104 degrees 26 minutes 22 seconds and run 426.83 feet; thence turn a deflection angle to the right of 45 degrees 49 minutes 58 seconds and run along the following bearings for the distance shown, being chord representing the 397 elevation contour along Lay Lake; South 61 degrees 12 minutes 10 seconds west for 21.37 feet; South 82 degrees 16 minutes 20 seconds west for 28.73 feet; South 67 degrees 53 minutes 26 seconds west for 22.04 feet; North 71 degrees 26 minutes 28 seconds west for 22.04 feet; North 71 degrees 26 minutes 28 seconds West for 68.76 feet; North 40 degrees 50 minutes 28 seconds West for 38.15 feet; South 21 degrees 10 minutes 33 seconds west for 43.92 feet; south 74 degrees 26 minutes 22 seconds west for 36.85 feet; thence leaving said 397 elevation contour, turn a deflection angle to the right of 126 degrees 58 minutes 16 seconds and run 399.92 feet; thence turn a deflection angle to the right of 38 degrees 41 minutes 43 seconds and run along a curve to the left, having a radius of 55.0 feet and central angle of 46 degrees 52 minutes 25 seconds for an arc distance of 45.00 feet; thence run along a curve to the right, having a radius of 25.0 feet and central angle of 67 degrees 58 minutes 31 seconds or an arc distance of 29.66 feet; thence run along a tangent for 35.84 feet; thence run along a curve to the right, having a radius of 261.58 feet and a central angle of 9 degrees 43 minutes 23 seconds for a arc distance of 44.39 feet to the point of beginning. Said parcel is lying in the NW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 26 and the NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 27, Township 21 South, Range 1 East, Shelby County, Alabama.

According to the survey of John Gary Ray, dated March 30, 1998.

Also:

A right of way located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26, Township 21 South, Range 1 East, Shelby County, Alabama, for ingress and egress and utilities, 60 feet wide, 30 feet on each side of the following described centerline: Commence at the Northwest corner of said Section 26; thence run South along the West Section line 334.00 feet; thence turn left 89 degrees, 47 minutes 23 seconds and run East 57.76 feet to the point of beginning of said centerline; thence run right 89 degrees 23 minutes 18 seconds and run South 45.00 feet; thence turn left 89 degrees 23 minutes 18 seconds and run East 290.00 feet to the point of a clockwise curve having a Delta angle of 55 degrees 00 minutes 00 seconds and a radius of 175.00 feet; thence run along the arc of said curve 167.99 feet to the point of tangent; thence continue tangent to said curve 188.09 feet to the end of said centerline and the center of cul-de-sac with a radius of 55.00 feet.

A right of way located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23 and in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26, Township 21 South, Range One (1) East; for ingress, egress and utilities, 60 feet wide, 30 feet on each side of the following described centerline; Commence at the northwest corner of said section 26; thence run South along the west section line 334.00 feet; thence turn left 89 degrees 47 minutes 23 seconds and run east 57.76 feet to the point of beginning of said centerline; thence turn left 90 degrees 36 minutes 42 seconds and run north 1351.88 feet to the point of a clockwise curve having a delta angle of 91 degrees 07 minutes and a radius of 250.00 feet; thence run along the arc of said curve 397.57 feet to the point of tangent; thence continue tangent to said curve and run east 1088.98 feet to the center of a county maintained road and the end of said centerline.

