

**RECORD AND RETURN TO:**  
**MERS as nominee for**  
**ERA Mortgage**  
**1 Mortgage Way**  
**Mt. Laurel, NJ 08054**  
**Attn: Doc Control**

**Loan No.: 0035626480**

**MIN 100020000356264725**

### **SUBORDINATION AGREEMENT**

THIS SUBORDINATION AGREEMENT (this "Agreement") is made as of the 16th day of July, 2009, by MERS as nominee for ERA Mortgage, 1 Mortgage Way, Mount Laurel, NJ 08054 ("Subordinating Party"), in favor of COLONIAL BANK, ISAOA ("Outside Lender").

WITNESSETH: That,

WHEREAS, Subordinating Party is the owner and holder of that certain Mortgage dated June 5th 2006, in the amount of \$54,750.00 executed by Timothy J McCoy, A Married Man and Wife Eileen B McCoy ("Borrower," which term includes all parties executing such instrument) in favor of MERS as nominee Coldwell Banker Mortgage, recorded in Instrument 2006-0825000419640, of the public records of Shelby County, Alabama on August 25<sup>th</sup>, 2006 (the "Subordinate Security Instrument"), which encumbers the following described real property; and

*LOT 2430, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB 24TH ADDITION, AS RECORDED IN MAP BOOK 10, PAGE 64, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.*

Hereinafter the "Property."

WHEREAS, Borrower is the owner of the Property and Outside Lender is extending a new loan to Borrower in the amount of \$291,700.00 (the "New Loan") which is also secured by a Mortgage that encumbers the Property, which security instrument is being recorded in said public records contemporaneously with the recording of this Agreement (the "Outside Lender Security Instrument"); and

WHEREAS, Outside Lender, as an express condition of its extending the New Loan to Borrower, requires that the Outside Lender Security Instrument be a valid first lien encumbrance against the Property superior in all ways to the Subordinate Security Instrument and that Subordinating Party unconditionally subordinate the lien of the Subordinate Security Instrument to the lien of the Outside Lender Security Instrument in the manner hereinafter described;

NOW THEREFORE, in consideration of the premises which are hereby incorporated into this Agreement, the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce Outside Lender to make the New Loan to Borrower, Subordinating Party hereby unconditionally acknowledges and agrees with Outside Lender that:


\*"MERS" is a Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of 1595 Spring Hill Road, Suite #310, Vienna, VA 22182, tel. (888) 679-MERS.

1. Subordinating Party hereby subordinates the lien of the Subordinate Security Instrument to the lien of the Outside Lender Security Instrument and declares that the Outside Lender Security Instrument, and any renewals, extensions, or modifications thereof, or substitutions therefore is and shall remain a first lien on the Property, prior and superior to the lien of the Subordinate Security Instrument, and shall be entitled to the same rights and privileges, both in law and equity, as it would have had if the Outside Lender Security Instrument had been executed, delivered, and recorded prior to the execution, delivery, and recordation of the Subordinate Security Instrument.

2. Any future advance of funds or additional debt that may be secured by the Subordinate Security Instrument shall be subject to the provisions of this Agreement. The Outside Lender Security Instrument, and any renewals, extensions, or modifications thereof or substitutions therefore, are and shall remain a first lien on the Property, prior and superior to any lien for future advances of funds or additional debt secured by the Subordinate Security Instrument.

3. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or terminated, except by a writing signed by Outside Lender and Subordinating Party. This Agreement shall be binding upon Subordinating Party and the heirs, legal representatives, successors, and assigns of Subordinating Party and shall inure to the benefit of, and shall be enforceable by, Outside Lender and its successors and assigns. Subordinating Party waives notice of Outside Lender's acceptance of this Agreement.

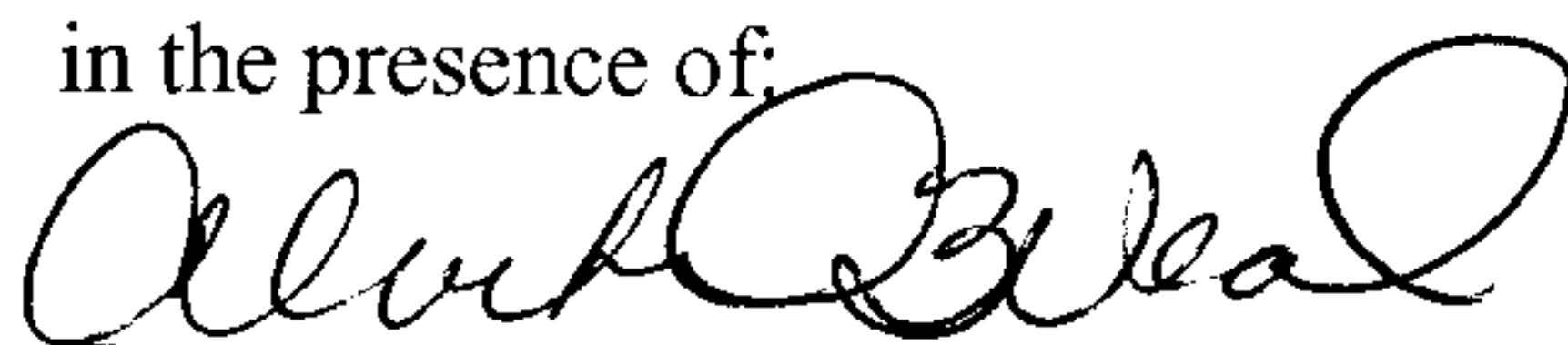
IN WITNESS WHEREOF, the undersigned has caused this Agreement to be  
executed as of the day and year first above written.

  
20090818000318520 2/2 \$14.00  
Shelby Cnty Judge of Probate, AL  
08/18/2009 01:18:03 PM FILED/CERT

Mortgage Electronic Registration Systems, Inc.  
As nominee for ERA Mortgage

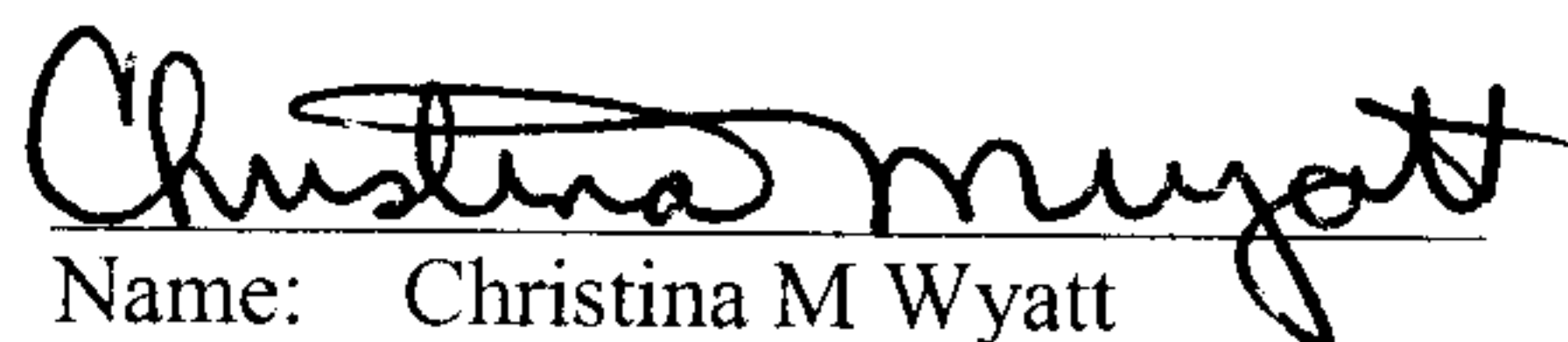
  
\_\_\_\_\_  
Carol Lang, Assistant Vice President

Signed, sealed, and delivered  
in the presence of:



Name: Alvita D Weal

Corporate Seal



Name: Christina M Wyatt

STATE OF NEW JERSEY)

COUNTY OF BURLINGTON)

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of July, 2009, by Carol Lang, who is Assistant Vice President of MERS as nominee for ERA Mortgage, on behalf of the corporation.

  
\_\_\_\_\_  
Notary Public, State of New Jersey

DOROTHY J. DEMARCO  
Notary Public of  
Camden County  
My Commission Expires Nov 15 2012