


UNITED STATES OF AMERICA
STATE OF TEXAS, COUNTY OF DALLAS


20091019000393160 1/1 \$11.00
Shelby Cnty Judge of Probate, AL
10/19/2009 02:02:30 PM FILED/CERT

SUBORDINATION

BE IT KNOWN, that on this 22nd day of September, 2009,

BEFORE ME, the undersigned Notary Public duly commissioned and qualified in and for the State and County outlined above, and in the presence of the undersigned competent witnesses:

PERSONALLY CAME AND APPEARED: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, appearing herein by and through its authorized, undersigned officer ("Lender"), who declared to me, Notary, that Lender is the holder of a Promissory Note evidence of indebtedness in the amount of \$59,100.00, dated June 15, 2006, drawn by John Dale Cleckler and wife, Diane P. Cleckler, ("Borrowers"), payable to the order of Quicken Loans by Mortgage Electronic Registration Systems, Inc., which was recorded on July 17, 2006, in the records of Shelby County, Alabama in Instrument No. 20060717000343350 ("Lender Mortgage"), encumbering the property which is described as follows (the "Property"):

Lot 316, according to the Survey of Savannah Pointe, Sector VI, Phase 1, as recorded in Map Book 26, Page 49, in the Office of the Judge of Probate of Shelby County, Alabama.

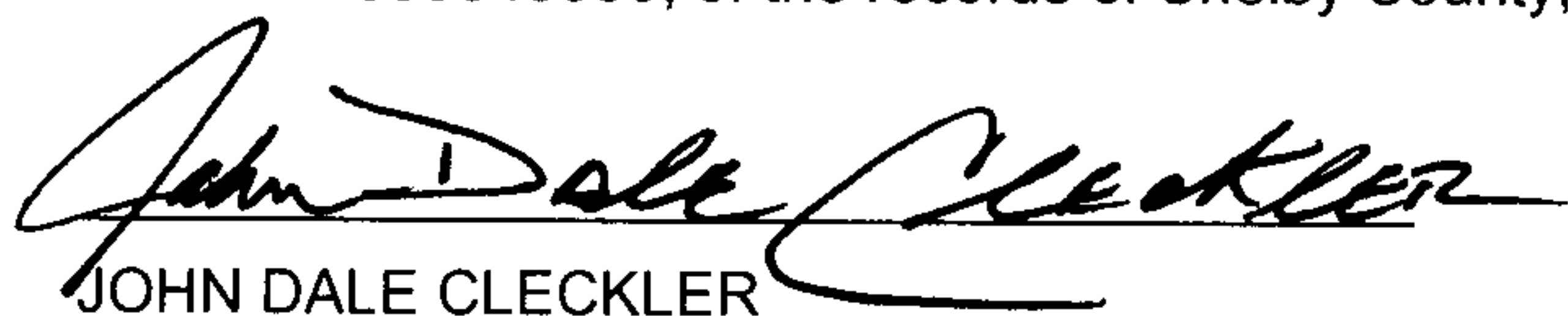
Commonly known as 149 Savannah Lane, Calera, AL 35040.

Borrower has declared that Borrower will execute a promissory note in the amount not to exceed \$149,318.00 made payable to the order of Platinum Mortgage, Inc., its successors and/or assigns, Solely as Nominee for Lender, Their Successors and/or Assigns as Their Interests May Appear, which note will be secured by a Mortgage in the same amount and executed on the same date as the note, in favor of Platinum Mortgage, Inc., Its successors and/or assigns, and encumbering the Property (the "First Mortgage").

Lender hereby agrees that the relative priorities of the First Mortgage and the Lender Mortgage shall be as follows: 1) the First Mortgage shall be a first lien and mortgage on the Property; and (2) the Lender Mortgage shall be a second lien and mortgage against the Property. To effectuate the priority, Lender subordinates the Lender Mortgage to the lien of the First Mortgage, so that the Lender Mortgage is and shall remain a second mortgage on the Property.

This subordination by Lender is limited to the subordination of the relative priority and ranking of the Lender Mortgage only with respect to the First Mortgage. All other rights, mortgages, assignments, security interests, and priorities of Lender with regard to the Property are not affected by this subordination and shall continue to be governed and construed in accordance with the provisions of Alabama law, as provided in the Lender Mortgage.


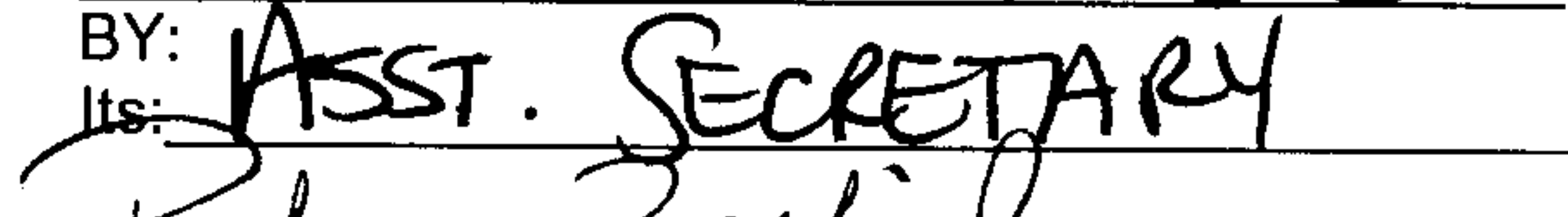
Lender authorizes the Judge of Probate for the County of Shelby to note upon the records of their office an appropriate reference to this subordination at the filing of the Lender Mortgage in Instrument No. 20060717000343350, of the records of Shelby County, Alabama.

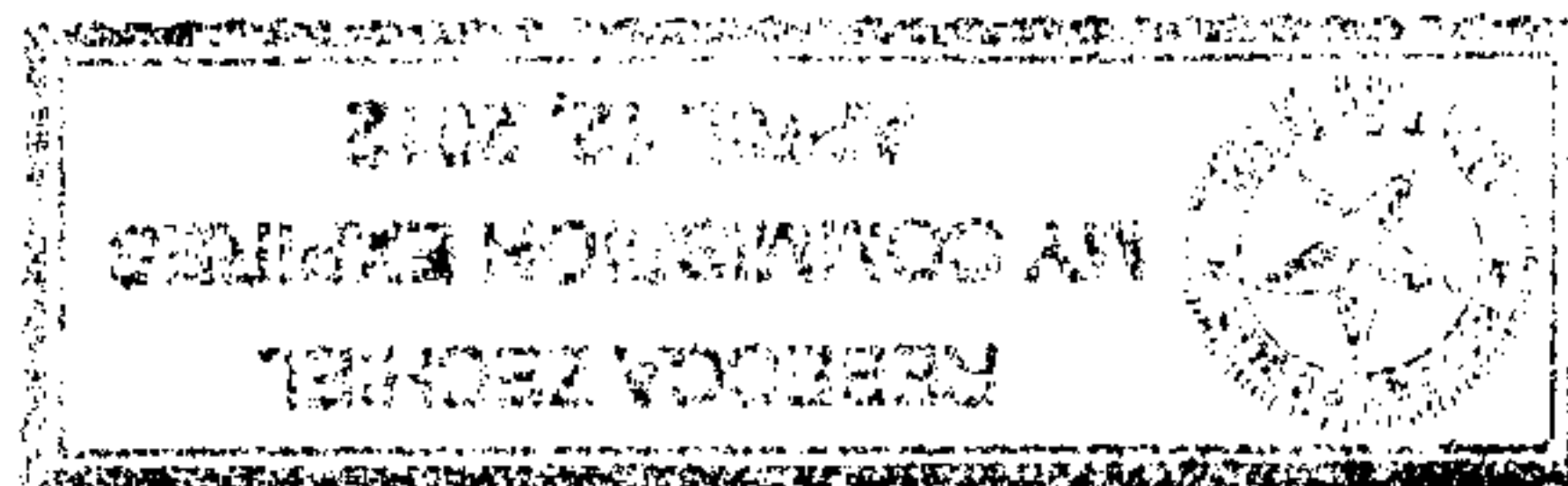

JOHN DALE CLECKLER


DIANE P. CLECKER

THUS DONE AND PASSED in my office on the date first written above, in the presence of the undersigned NOTARY PUBLIC.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.


BY: ASST. SECRETARY

NOTARY PUBLIC



AM-CLECKLER-JOHN