

Prepared by Amy Allen

~~RECORD AND RETURN TO:~~

Home Equity Services

1 Mortgage Way PO Box 5449

Mt. Laurel, NJ 08054

Mailstop DC

Loan No.: 7101841018

RETURN TO:

WORLDWIDE RECORDING, INC.

9801 LEGLER RD

LENEXA, KS 66219

1-800-316-4682

20091228000468920
SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is made as of the 8th day of October 2009, by **Merrill Lynch Credit Corporation**, 4802 Deer Lake Drive, Jacksonville, FL 32246 ("Subordinating Party"), in favor of **Bank of America, N.A.**, it's successors and/or assigns as their respective interests may appear ("Outside Lender").

WITNESSETH: That,

WHEREAS, Subordinating Party is the owner and holder of that certain Mortgage dated May 14, 2007 in the amount of **\$45,900.00**, executed by **Richard A. Britt Jr, Husband, and Laura P. Britt, Wife**, joint tenants with right of survivorship, ("Borrower," which term includes all parties executing such instrument) in favor of **Merrill Lynch Credit Corporation**, and recorded on June 5, 2007 as **Doc No.: 20070605000262230**; in the official public records of **Jefferson County**, State of Alabama (the "Subordinate Security Instrument"), which encumbers the following described real property:

SEE ATTACHED "EXHIBIT A"

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 **\$376,578.00** (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 *was recorded on as document 20091228000468900*

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:

Loan No.: 7101841018

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.

Merrill Lynch Credit Corporation, by
PHH Mortgage Corporation, Authorized Agent

Jason Webb, Assistant Secretary

Signed, sealed, and delivered
in the presence of:

Name: Ashton Fleming

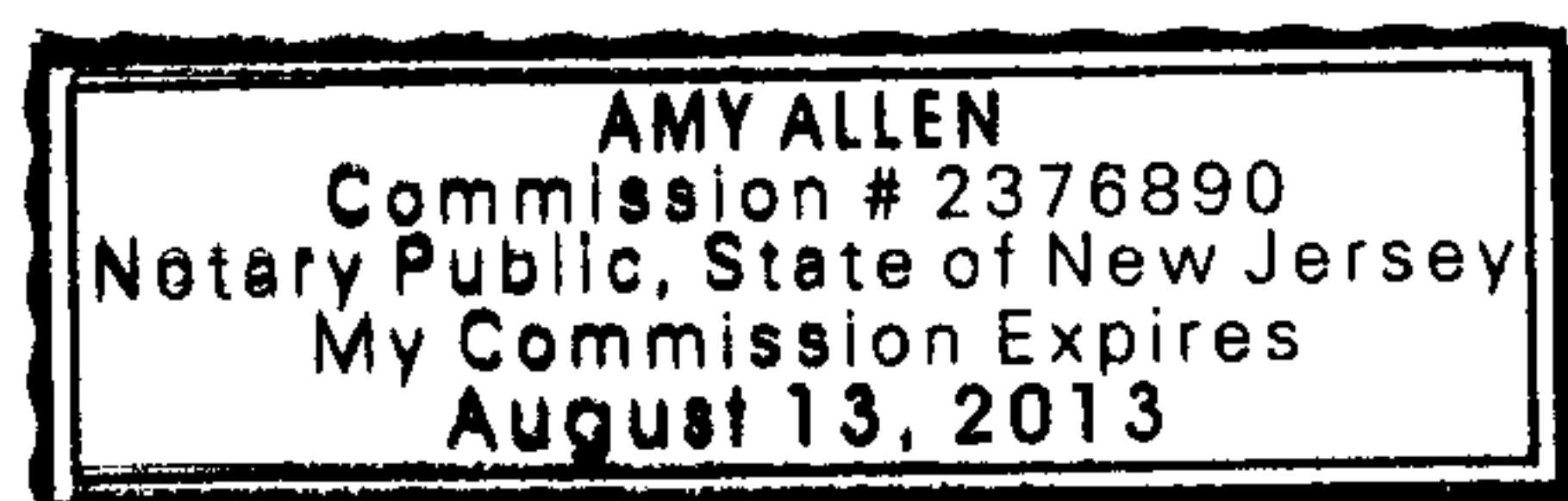
Name: Morgan Stall

Corporate Seal

STATE OF NEW JERSEY)


COUNTY OF BURLINGTON)

The foregoing instrument was acknowledged before me this 8th day of October, 2009, by Jason Webb who is Assistant Secretary of PHH Mortgage Corporation, on behalf of the corporation.



Notary Public, State of New Jersey

Exhibit A
LEGAL DESCRIPTION


20091228000468920 3/3 \$17.00
Shelby Cnty Judge of Probate, AL
12/28/2009 09:58:36 AM FILED/CERT

09WR33672

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF
JEFFERSON AND STATE OF ALABAMA, TO-WIT:

PARCEL I:

LOT 3807, ACCORDING TO THE SURVEY OF BIRKSHIRE, 38TH ADDITION TO
RIVERCHASE, AS RECORDED IN MAP BOOK 22, PAGE 140, IN THE PROBATE OFFICE
OF SHELBY COUNTY, ALABAMA.

PARCEL II:

A PART OF LOT 3811A, A RESURVEY OF LOTS 3810 THROUGH 3815 OF BIRKSHIRE,
38TH ADDITION TO RIVERCHASE AS RECORDED IN MAP BOOK 24, PAGE 136, IN THE
PROBATE OFFICE OF SHELBY COUNTY. ALABAMA, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 3811A, RUN IN A SOUTHWESTERLY
DIRECTION ALONG THE EAST LINE OF SAID LOT 3811A, FOR A DISTANCE OF 25.73
FEET TO AN EXISTING IRON REBAR SET BY ARRINGTON AND BEING THE POINT OF
BEGINNING; THENCE CONTINUE IN A SOUTHWESTERLY DIRECTION ALONG LAST
MENTIONED COURSE FOR A DISTANCE OF 4.07 FEET TO AN EXISTING CROSS CUT IN
A CONCRETE DRIVEWAY; THENCE TURN AN ANGLE TO THE RIGHT OF 3 DEGREES 25
MINUTES 25 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A
DISTANCE OF 103.02 FEET TO AN EXISTING IRON REBAR SET BY J. A. DAY BEING THE
MOST SOUTHERLY CORNER OF SAID LOT 3811A; THENCE TURN AN ANGLE TO THE
RIGHT OF 148 DEGREES 54 MINUTES 10 SECONDS AND RUN IN AN NORTHERLY
DIRECTION FOR A DISTANCE OF 92.25 FEET TO AN EXISTING IRON REBAR SET BY
LAURENCE D. WEYGAND; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEGREES
AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 53.75 FEET TO THE
POINT OF BEGINNING.

NOW KNOWN AS:

LOT 3, ACCORDING TO A RESURVEY OF CLARKS ADDITION TO RIVERCHASE, AS
RECORDED IN MAP BOOK 34, PAGE 71, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

BEING THAT PARCEL OF LAND CONVEYED TO RICHARD A. BRITT, JR. AND LAURA P.
BRITT, THEIR HEIRS AND ASSIGNS FOREVER FROM PARAGON RELOCATION
RESOURCES, INC. BY THAT DEED DATED 05/14/2007 AND RECORDED 06/05/2007 IN
DEED DOCUMENT NUMBER 20070605000262210, OF THE SHELBY COUNTY, AL PUBLIC
REGISTRY.