



20100402000099390 1/3 \$19.00  
Shelby Cnty Judge of Probate, AL  
04/02/2010 02:14:30 PM FILED/CERT

Loan 3852111

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)


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SUBORDINATION AGREEMENT

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20100402000099390 2/3 \$19.00  
Shelby Cnty Judge of Probate, AL  
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## **SUBORDINATION AGREEMENT**

This Agreement made this January 14, 2010 by Mortgage Electronic Registration Systems, Inc. MERS, as a nominee for Amtrust Bank, a division of New York Community Bank ("NYCB") (hereinafter called "Mortgagee") and WELLS FARGO BANK, N.A., hereinafter called "New Mortgagee").

WHEREAS, Mortgagee is the holder of a Mortgage (hereinafter called "Mortgage") in the amount of **\$41,975.00** executed by **SUMMER MARTINEZ**, dated **06/20/2007**, recorded **06/27/2007**, in **Document/Instrument #20070627000302250**, in **SHELBY** county and covering the property described as follows:

Legal Description:

**LOT 163, ACCORDING TO THE SURVEY OF CHANDALAR SOUTH, THIRD SECTOR, AS RECORDED IN MAP BOOK 6, PAGE 68, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**TAX ID: 13-1-01-3-002-029.000**

Commonly known as: **1809 HAMILTON ROAD, PELHAM, ALABAMA 35124**


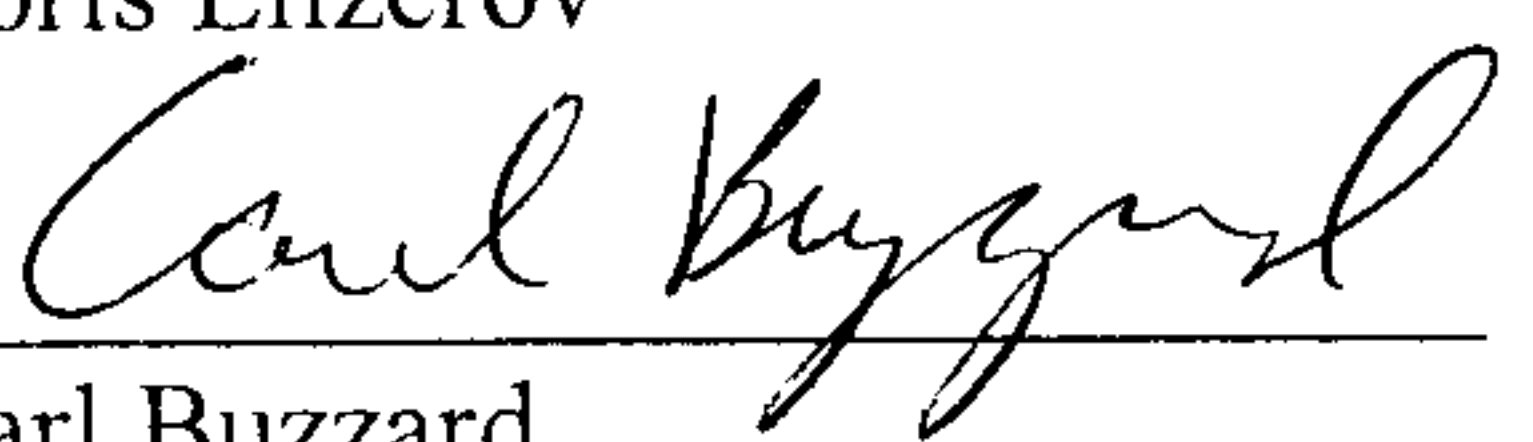
WHEREAS, **SUMMER MARTINEZ**, have applied to New Mortgagee for a loan in the amount not to exceed **\$128,000.00** which is to be secured by a mortgage (hereinafter called "New Mortgage") covering the above described property.

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:

  
Boris Elizerov  
  
Carl Buzzard

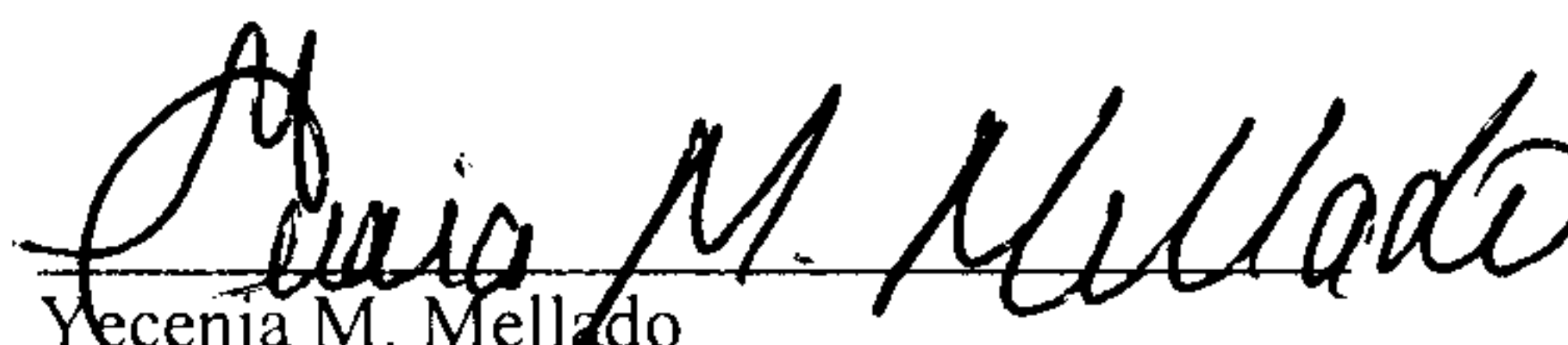
Mortgage Electronic Registration Systems, Inc.  
'MERS, as a nominee for Amtrust Bank a  
division of New York Community Bank  
("NYCB")

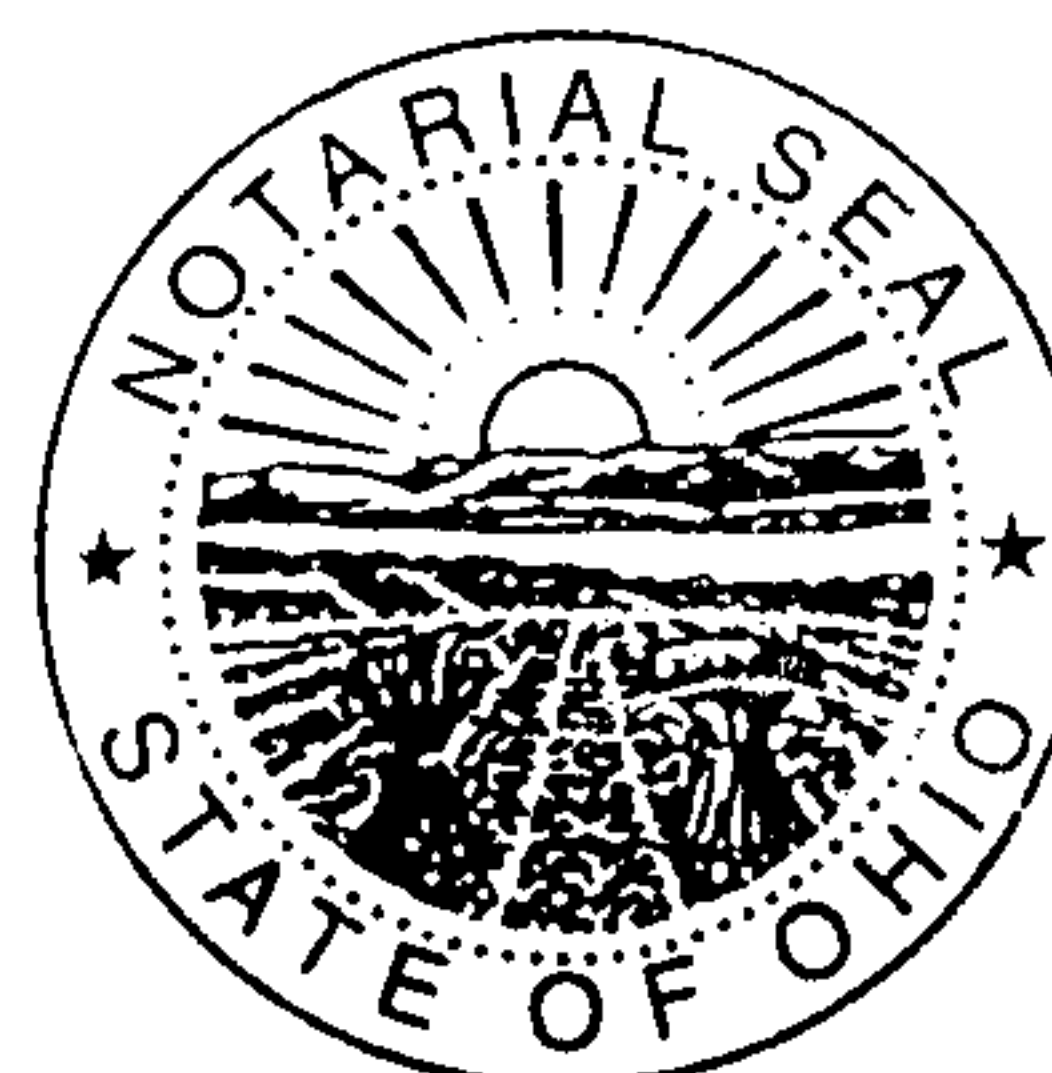
By:   
Paul Harris  
Its: First Vice President

State of Ohio)

County of Cuyahoga) SS

On **January 14, 2010** before me, **Yecenia M. Mellado**, a NOTARY PUBLIC, personally appeared Paul Harris, First Vice President 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: April 30, 2013  
Recorded in Cuyahoga County



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