

20100527000168650 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
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Recorded **SUBORDINATION AGREEMENT**

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P.O. BOX 10266
VAN NUYS CALIFORNIA 91410-0266

LOAN #: 187487525

ESCROW/CLOSING#: 220307815

2134 SBE T010-018532

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 Ninth day of April, 2010, by **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS")** as nominee for **Bank of America, N.A., successor by merger to Countrywide Bank, FSB ("Subordinated Lienholder")**, with a place of business at **P.O. BOX 2026, FLINT, MI 48501-2026**.

WHEREAS, KENNETH W SAWYER and ELIZABETH P SAWYER executed and delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "**Existing and Continuing Security Instrument**") in the sum of \$70000.00 dated 12/27/2007, and recorded in Book Volume N/A, Page N/A, as Instrument No. 20080111000016490, in the records of SHELBY County, State of AL, 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 3476 INDIAN LAKE TRL,

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PELHAM, AL 35124 and further described on Exhibit "A," attached.

WHEREAS, KENNETH W SAWYER and ELIZABETH P SAWYER ("**Borrower**") executed and delivered to **Bank of America, N.A. ("Lender")**, a deed of trust/mortgage in the principal amount not to exceed \$72500.00, which deed of trust/mortgage (the "**New Security Instrument**") is intended to be recorded herewith in the records of SHELBY County, State of AL 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



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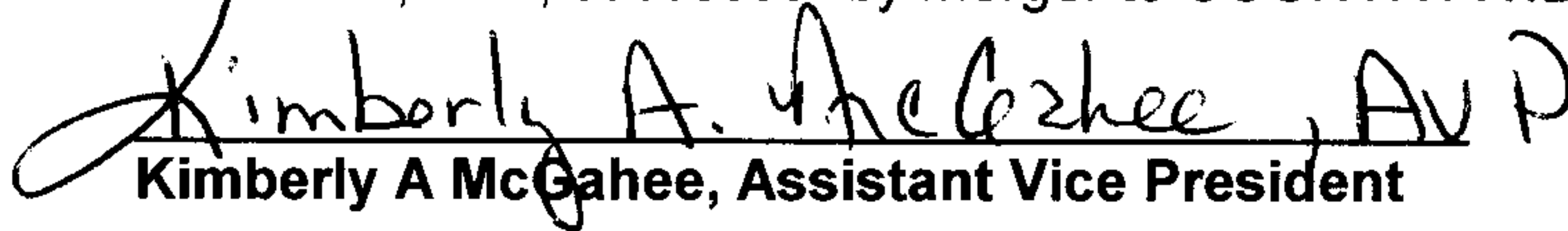
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defeat the subordination herein made in whole or in part; and

(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.


Kimberly A McGahee, Assistant Vice President

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TEXAS CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF COLLIN

This Instrument was acknowledged before me on 04/09/2010 (date) by **Kimberly A McGahee**,
Assistant Vice President (Title of Officer) of MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, Inc. ("MERS") as nominee for BANK OF AMERICA, N.A., successor by merger to
COUNTRYWIDE BANK, F.S.B. (Name of Corporation Acknowledging) a

Kimberly A McGahee (State of Incorporation) corporation, on behalf of said corporation.

Darla K Houser
Notary Public

Print Name: Darla K. Houser

My Commission Expires: 10-2-13

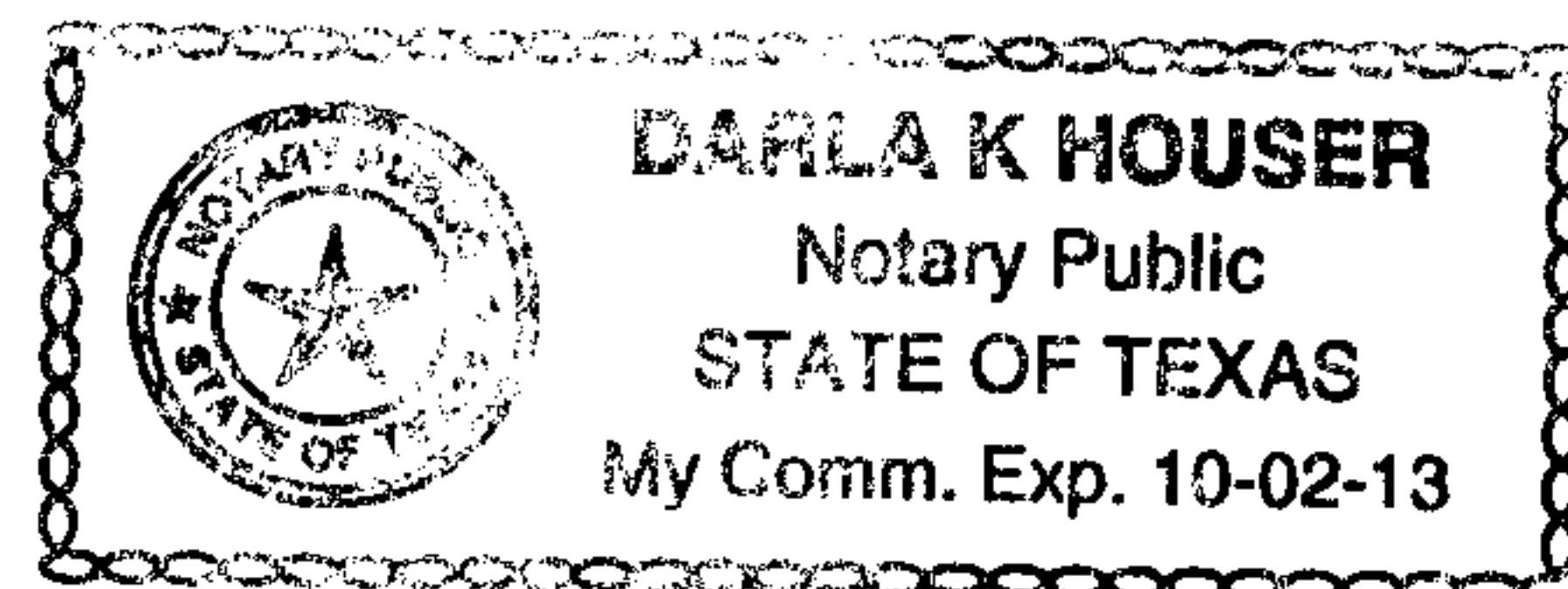


EXHIBIT A

PARCEL ONE:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION 36, TOWNSHIP 19 SOUTH, RANGE 3 WEST, AND RUN WEST ALONG SOUTH LINE OF SAID QUARTER-QUARTER SECTION 30.0 FEET; THENCE TURN 89 DEGREES 5 MINUTES 19 SECONDS RIGHT AND RUN 172.39 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG LAST DESCRIBED COURSE 123.88 FEET; THENCE TURN 85 DEGREES 21 MINUTES 21 SECONDS, LEFT AND RUN 138.16 FEET; THENCE TURN 88 DEGREES 15 MINUTES 2 SECONDS LEFT AND RUN 117.88 FEET; THENCE TURN 89 DEGREES 39 MINUTES 49 SECONDS LEFT AND RUN 151.82 FEET TO THE POINT OF BEGINNING.

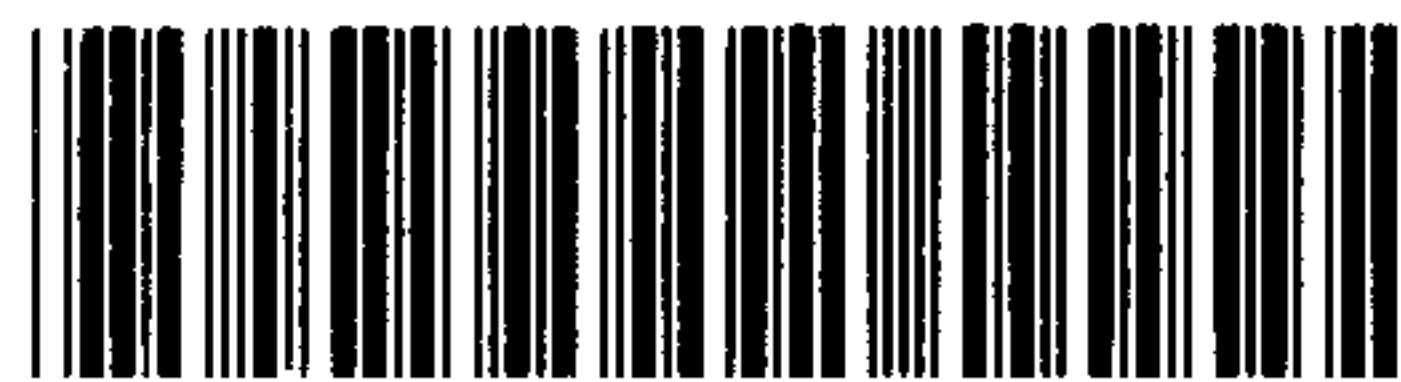
PARCEL TWO:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 3 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION FOR 30.0 FEET; THENCE RIGHT 89 DEGREES 05 MINUTES 19 SECONDS AND RUN 296.28 FEET TO THE POINT OF BEGINNING; THENCE LEFT 85 DEGREES 38 MINUTES 39 SECONDS FOR 138.16 FEET; THENCE LEFT 88 DEGREES 15 MINUTES 02 SECONDS AND RUN 64.0 FEET; THENCE RIGHT 83 DEGREES 47 MINUTES 55 SECONDS AND RUN 75.2 FEET; THENCE RIGHT 90 DEGREES AND RUN 160.0 FEET; THENCE RIGHT 99 DEGREES 59 MINUTES AND RUN 175.94 FEET TO THE P.C. OF A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 80 DEGREES 45 MINUTES 07 SECONDS; THENCE ALONG ARC OF SAID CURVE 78.56 FEET; THENCE 20.48 FEET ALONG EXTENDED TANGENT TO THE POINT OF BEGINNING.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS, EASEMENTS, RIGHTS-OF-WAY, PROVISIONS, COVENANTS, TERMS, CONDITIONS AND BUILDING SET BACK LINES OF RECORD.

ADDRESS: 3476 INDIAN LAKE TRL; PELHAM, AL 35124 TAX MAP
OR PARCEL ID NO.: 11-7-36-2-001-036.000

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY



U01293444

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