



20100921000310080 1/5 \$25.00  
Shelby Cnty Judge of Probate, AL  
09/21/2010 01:36:09 PM FILED/CERT

PREPARED BY:  
SHANNON E RODRIGUEZ  
P.O. BOX 20261  
FLINT, MI 48501-2026

Recording Requested by &  
When Recorded Return To:  
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2925 Country Drive  
St. Paul, MN 55117

76615544

7610-009868 **SUBORDINATION AGREEMENT**

~~WHEN RECORDED MAIL TO:~~

SPACE ABOVE FOR RECORDERS USE

~~MSN SV 79/ DOCUMENT CONTROL DEPT.~~  
~~P.O. BOX 10266~~  
~~VAN NUYS CALIFORNIA 91410-0266~~

LOAN #: 152925515

ESCROW/CLOSING#: 219323044

7610-00-3-05-0-000-003.00

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 Tenth 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, fka Countrywide Bank, N.A. ("Subordinated Lienholder")**, with a place of business at **P.O. BOX 2026, FLINT, MI 48501-2026**.

WHEREAS, **JOHNNY RAY FARMER** and **TERESA ANN WHITE FARMER** executed and delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "**Existing and Continuing Security Instrument**") in the sum of \$43000.00 dated 11/08/2006, and recorded in Book Volume N/A, Page N/A, as Instrument No. 20061204000585710, 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 1337 HIGHWAY 55,

WILSONVILLE, AL 35186-6427 and further described on Exhibit "A," attached.

WHEREAS, JOHNNY RAY FARMER and TERESA ANN WHITE FARMER ("**Borrower**") executed and delivered to **Bank of America, N.A. ("Lender")**, a deed of trust/mortgage in the principal amount not to exceed \$134500.00, 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**"); *Recorded 4/29/10 Instrument 20100429000130700*

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

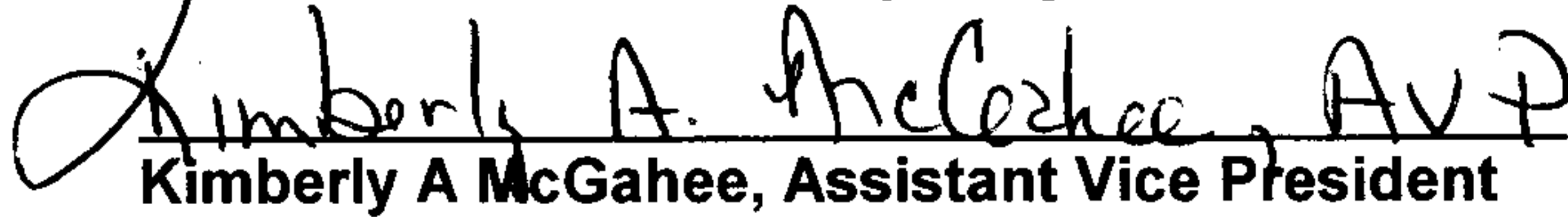
- (a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;
- (b) 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

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, FSB, fka Countrywide Bank, N.A.

  
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 04/10/2010 (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, FSB, fka Countrywide Bank, N.A. (Name of Corporation Acknowledging) a  
Delaware (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

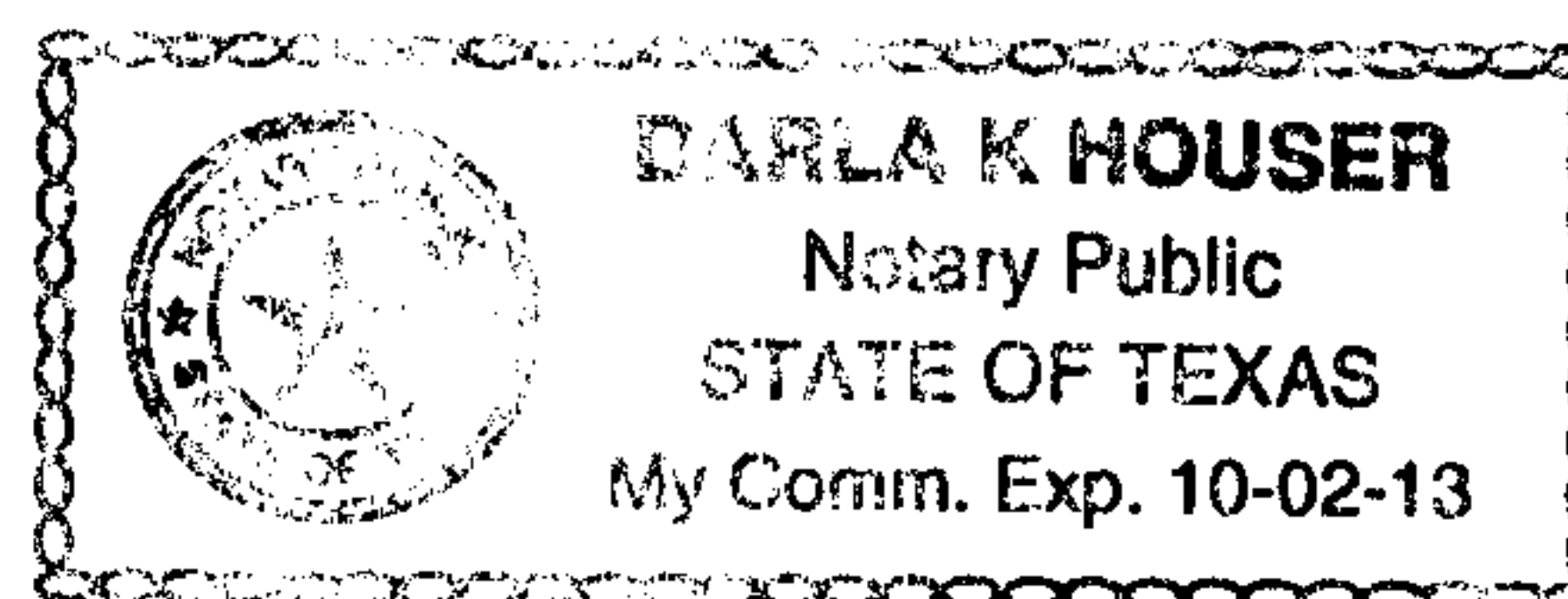


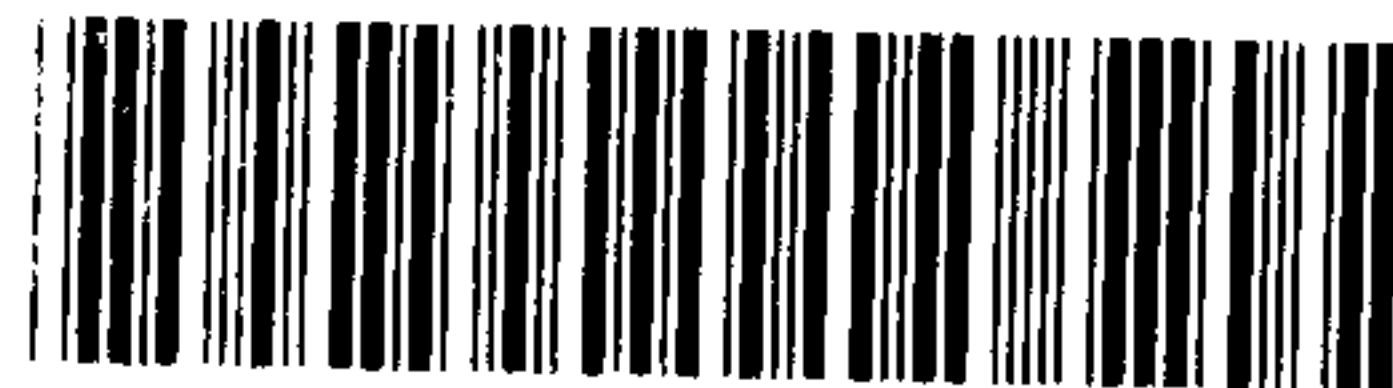
EXHIBIT A

FROM A ONE-HALF INCH REBAR AT THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 1 EAST, RUN THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 5 A DISTANCE OF 198.00 FEET TO A ONE-HALF INCH REBAR; THENCE TURN 90 DEGREES, 20 MINUTES, 43 SECONDS RIGHT AND RUN 204.20 FEET TO A ONE-HALF INCH REBAR ON THE NORTHWESTERLY BOUNDARY OF SHELBY COUNTY HIGHWAY #55 (80 FOOT RIGHT OF WAY) BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG SAID COURSE A DISTANCE OF 461.48 FEET TO A ONE-HALF INCH REBAR; THENCE TURN 111 DEGREES, 28 MINUTES, 38 SECONDS LEFT AND RUN 190.64 FEET TO A ONE-HALF INCH REBAR; THENCE TURN 30 DEGREES, 43 MINUTES, 53 SECONDS LEFT AND RUN 213.39 FEET TO A ONE-HALF INCH REBAR ON THE NORTHWESTERLY BOUNDARY OF AFOREMENTIONED SHELBY COUNTY HIGHWAY #55; THENCE TURN 89 DEGREES, 05 MINUTES, 03 SECONDS LEFT AND RUN 77.42 FEET ALONG SAID HIGHWAY BOUNDARY TO A ONE-HALF INCH REBAR; THENCE TURN 00 DEGREES, 23 MINUTES, 01 SECONDS LEFT AND RUN 112.13 FEET ALONG SAID HIGHWAY BOUNDARY TO A ONE-HALF INCH REBAR; THENCE TURN 02 DEGREES, 09 MINUTES, 20 SECONDS LEFT AND RUN 108.73 FEET ALONG SAID HIGHWAY BOUNDARY TO A ONE-HALF INCH REBAR; THENCE TURN 06 DEGREES, 32 MINUTES, 55 SECONDS LEFT, RUN 82.83 FEET ALONG SAID HIGHWAY BOUNDARY TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND. SITUATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

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

ADDRESS: 1337 HIGHWAY 55; SHELBY, AL 35186 TAX MAP OR  
PARCEL ID NO.: 20-3-05-0-000-002.001

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY



+U01496375+

2134 9/9/2010 76615544/1