

20101115000382130 1/3 \$20.00  
Shelby Cnty Judge of Probate, AL  
11/15/2010 12:56:09 PM FILED/CERT

Loan 2148323

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

SUBORDINATION AGREEMENT

## SUBORDINATION AGREEMENT

This Agreement made this October 27, 2010 by New York Community Bank, assignee from the FDIC as Receiver for AmTrust Bank (FKA Ohio Savings Bank)" 1801 East 9<sup>th</sup> Street, Suite 200, Cleveland, Ohio 44114 (hereinafter called "Mortgagee") Mortgage Electronic Registration Systems, Inc. ("MERS"), as a nominee for Superior Bank., (hereinafter called "New Mortgagee").

WHEREAS, Mortgagee is the holder of a Mortgage (hereinafter called "Mortgage") in the amount of **\$23,760.00** executed by **JEFF BLACKMON and LANA BLACKMON** dated **09/21/2004**, recorded **09/29/2004**, in **Document/Instrument #20040929000538180**, in **SHELBY** County Records and covering the property described as follows:

### Legal Description

**LOT 2319 ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB, 23 ADDITION AS RECORDED IN MAP BOOK 10, PAGE 11, SHELBY COUNTY, ALABAMA RECORDS.**

Commonly known as: **2233 BANEBERRY DRIVE, BIRMINGHAM, ALABAMA 35244**

WHEREAS **JEFF BLACKMON and LANA BLACKMON** has applied to New Mortgagee for a loan in the amount not to exceed **\$181,000.00** 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.

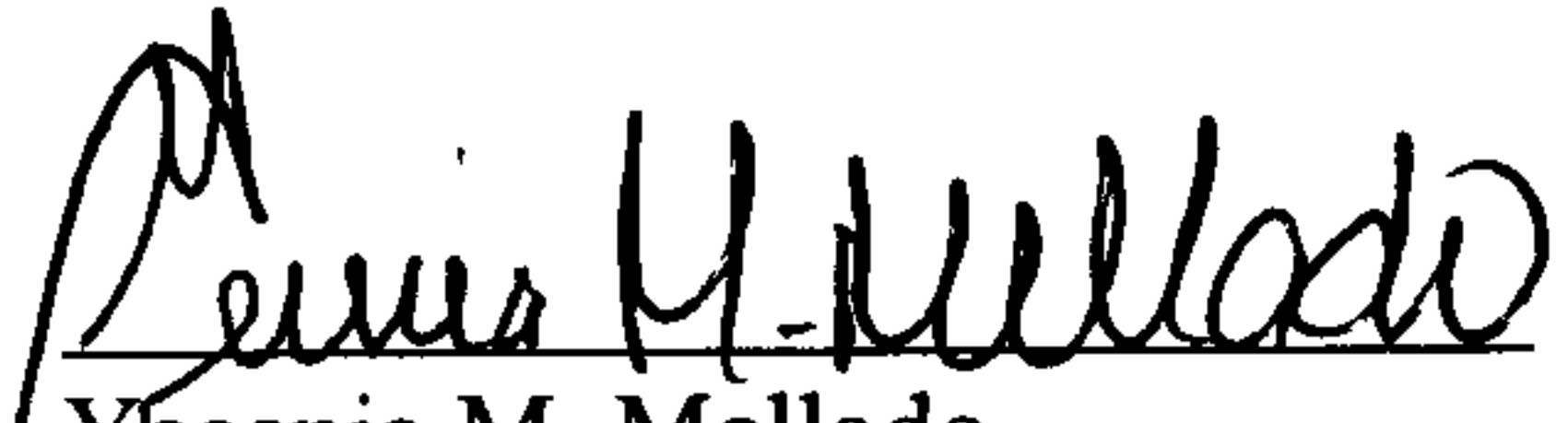

Thereof, in consideration of \$1.00 and other valuable consideration, receipt whereof is hereby acknowledged, Mortgagee covenants and agrees as follows:

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.

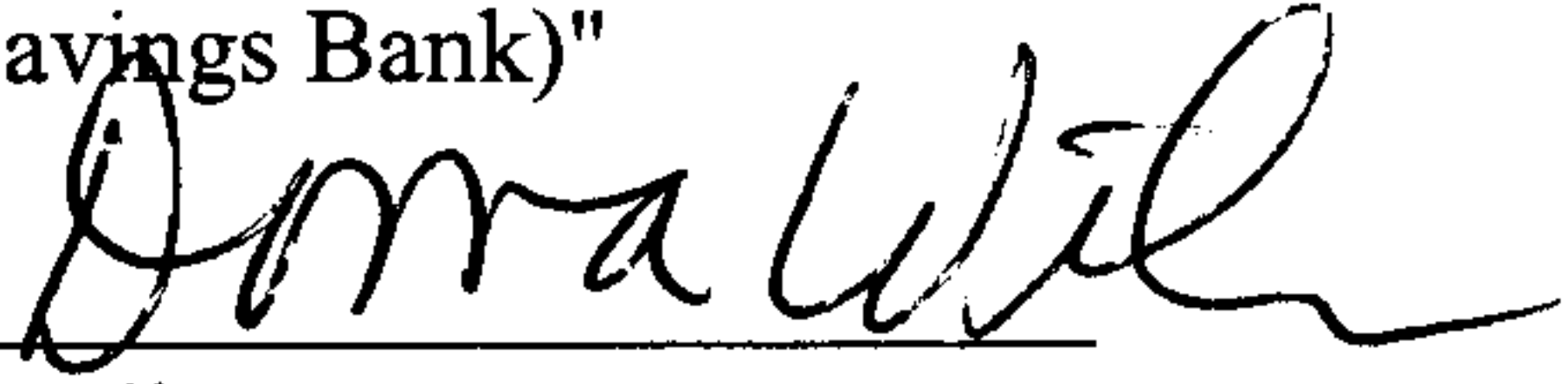


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WITNESSES:

  
Yecenia M. Mellado  
  
Victoria Louis

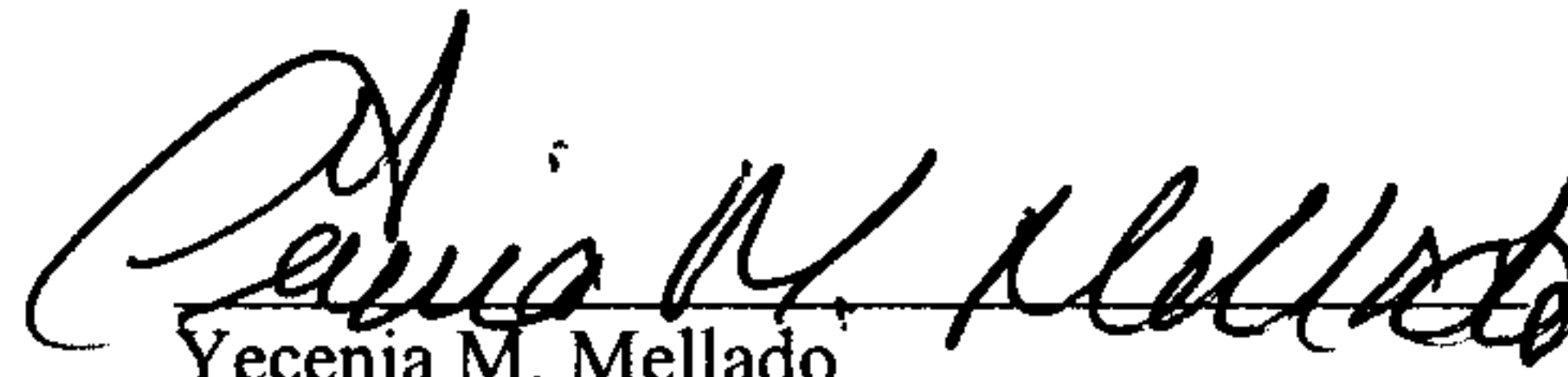
New York Community Bank, assignee from the  
FDIC as Receiver for AmTrust Bank (FKA  
Ohio Savings Bank)"

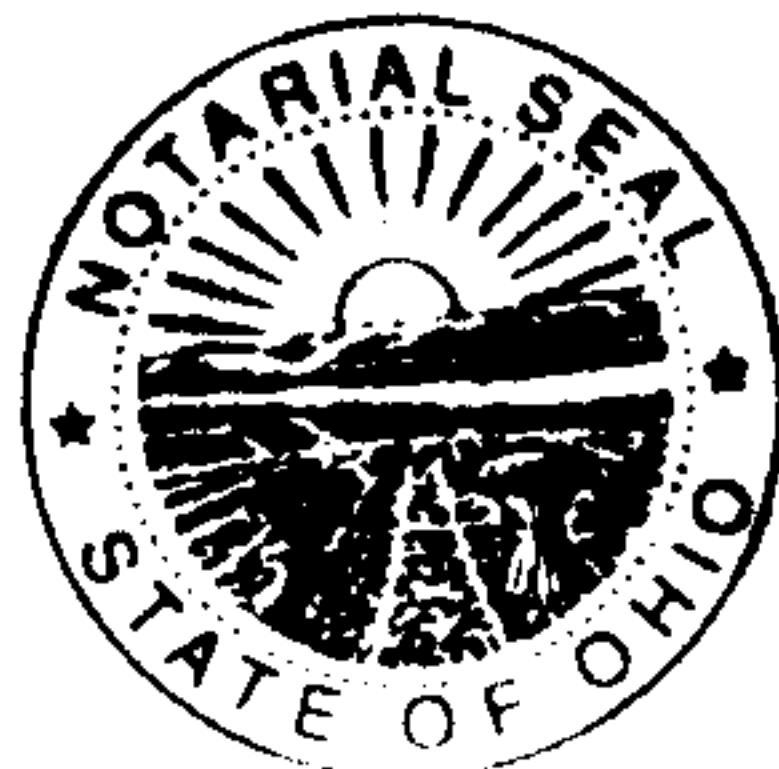
By:   
Donna Wilson  
Its: Vice President

State of Ohio)

County of Cuyahoga) SS

On October 27, 2010 before me, **Yecenia M. Mellado**, a NOTARY PUBLIC, personally appeared Donna Wilson, Vice President of New York Community Bank, assignee from the FDIC as Receiver for AmTrust Bank (FKA Ohio Savings Bank)" 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

Prepared by AmTrust Bank,  
New York Community Bank,  
assignee from the FDIC  
as Receiver for AmTrust Bank (FKA Ohio Savings Bank)"  
1801 E. 9<sup>TH</sup> ST. SUITE 200  
CLEVELAND, OH. 44114



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