


20110302000069580 1/6 \$27.00  
Shelby Cnty Judge of Probate, AL  
03/02/2011 10:23:14 AM FILED/CERT

## SUBORDINATION AGREEMENT

Recording Requested By & Return To:   
Chicago Title ServiceLink Division  
4000 Industrial Blvd 2488331  
Aliquippa, PA 15001

SPACE ABOVE FOR RECORDERS USE

LOAN #: 180682019

ESCROW/CLOSING#: 232947918

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 Twelfth day of January, 2011, 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, JOSHUA C SEALES executed and delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "**Existing and Continuing Security Instrument**") in the sum of \$20469.00 dated 10/05/2007, and recorded in Book Volume N/A, Page N/A, as Instrument No. 20071010000471510, 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 117 SEAMS WAY, ALABASTER, AL 35007 and further



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described on Exhibit "A," attached.

WHEREAS, JOSHUA CALEB SEALES ("**Borrower**") executed and delivered to **Bank of America, N.A. ("Lender")**, a deed of trust/mortgage in the principal amount not to exceed \$162500.00, 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 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



Andrew Loren Hutcheson, Vice President



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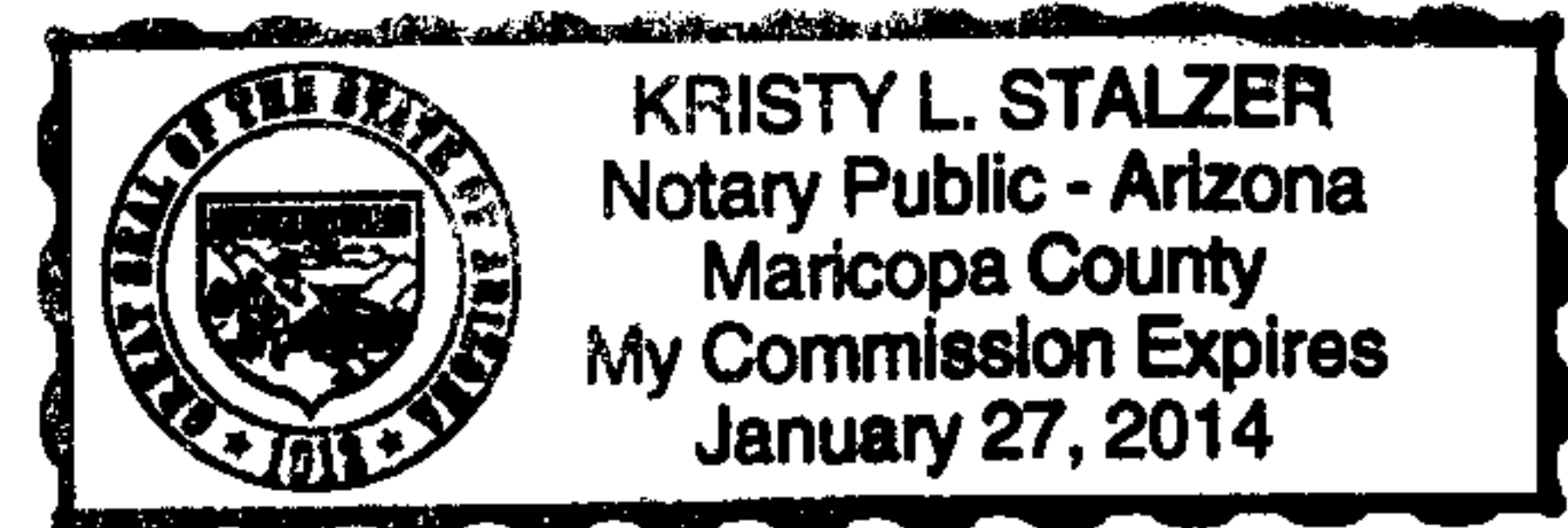
## ALL PURPOSE ACKNOWLEDGMENT

STATE OF ARIZONA }  
COUNTY OF MARICOPA }

On 01/12/2011 before me, KRISTY L STALZER (notary) personally appeared **Andrew Loren Hutcheson**, Vice President, of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for Bank of America, N.A., successor by merger to Countrywide Bank, FSB personally known to me (or proved 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.

WITNESS my hand and official seal.

Signature Kristy L Stalzer



(NOTARY SEAL)

### ATTENTION NOTARY:

Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT

Title of Document Type \_\_\_\_\_  
Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
Signer(s) Other Than Named Above \_\_\_\_\_



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00023294791801011

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## MORTGAGE

(New Security Instrument)

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JANUARY 14, 2011, together with all Riders to this document.

(B) "Borrower" is

JOSHUA CALEB SEALES, A MARRIED MAN

Lauren H Seales, wife



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Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is

BANK OF AMERICA, N.A.

Lender is a NATIONAL ASSOCIATION

organized and

existing under the laws of THE UNITED STATES

Lender's address is

101 South Tryon Street, Charlotte, NC 28255

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated JANUARY 14, 2011. The Note states that Borrower owes Lender

ONE HUNDRED SIXTY ONE THOUSAND NINE HUNDRED and 00/100

Dollars (U.S. \$161,900.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than FEBRUARY 01, 2041.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider                         | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider                    | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

ALABAMA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3001 1/01

Mortgage-AL  
2006--AL (05/08)(d/i)

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\* 2 3 2 9 4 7 9 1 8 0 0 0 0 2 0 0 6 \*

## **Exhibit "A"**

### **Legal Description**

ALL THAT PARCEL OF LAND IN CITY OF ALABASTER, SHELBY COUNTY, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS LOT 165A ACCORDING TO THE SURVEY OF WYNLAKE SUBDIVISION PHASE 4 - D AS RECORDED IN MAP BOOK 36 PAGE 85 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.

BEING THE SAME PROPERTY AS CONVEYED TO JOSHUA CALEB SEALES BY FEE SIMPLE DEED FROM D R HORTON INC - BIRMINGHAM AS SET FORTH IN INST # 20071010000471490 DATED 10/05/2007 AND RECORDED 10/10/2007, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

Tax ID: 23-8-27-0-000-001.138

