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Fidelity National Title Insurance Company
2701 E Camelback Rd, Ste 130
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4000 Industrial Blvd
Aliquippa, PA 15001

Tax ID: 13-6-23-3-000-052,000

Escrow No.: FT10022561-FT24

Space above this line for Recorder's Use

SUBORDINATION AGREEMENT
(EXISTING DEED OF TRUST TO NEW DEED OF TRUST)

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.

THIS AGREEMENT, made ^{February 7} ~~January 40~~, 2011, by Douglas W. Orcutt and Cynthia J. Orcutt

owner of the land hereinafter described and hereinafter referred to as "Owner," and MERS Inc as nominee for GMAC Mortgage, LLC dba Ditech.com its successors and assigns

present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Douglas W. Orcutt and Cynthia J. Orcutt, did execute a deed of trust, dated December 15, 2006, to , as trustee, covering

to secure a note in the sum of \$ 24,000.00, dated December 15, 2006, in favor of GMAC Mortgage, LLC dba ditech.com, which deed of trust was recorded as 2007013100047180, on January 31, 2007, Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$ 133,550.00, dated January 24, 2011, in favor of Bank of America, N.A., hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and 101 South Tryon St. Charlotte, NC 28255

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender; and



WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust first above mentioned.

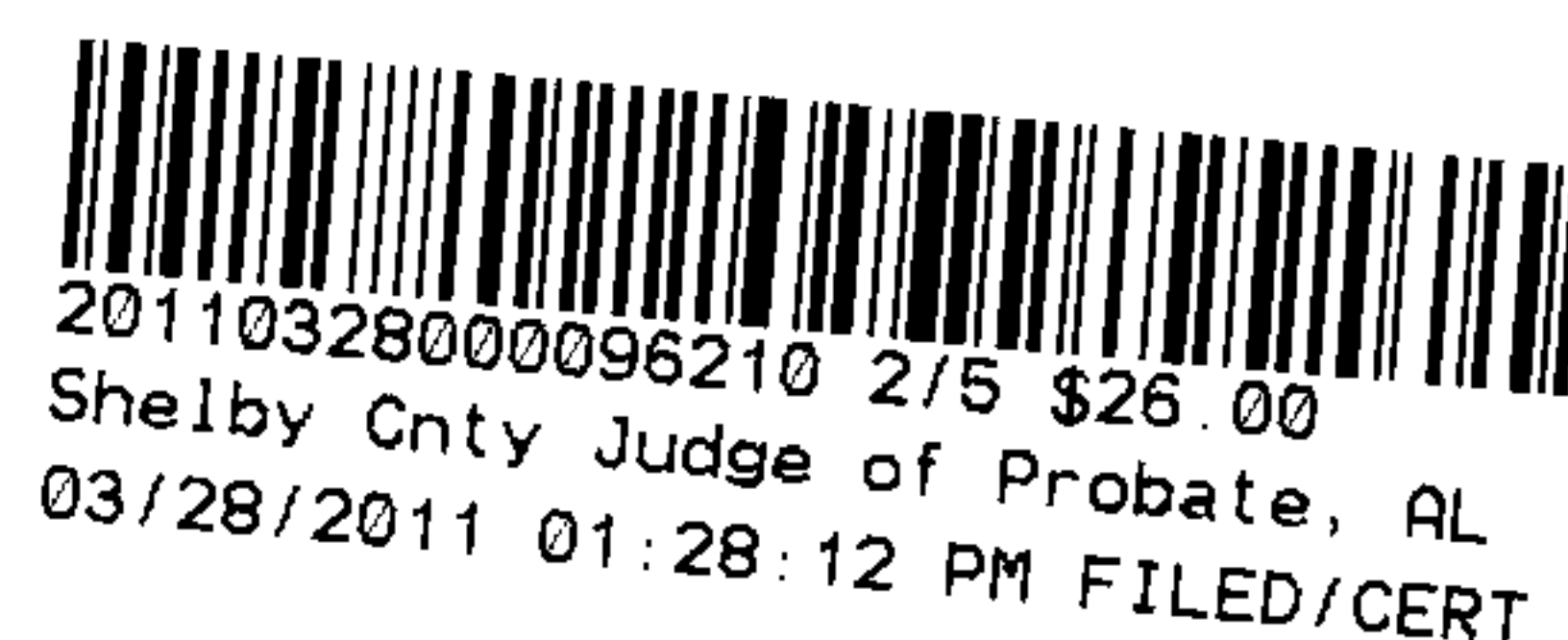
NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said deed of trust securing said note in favor of Lender, 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 lien or charge of the deed of trust first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in 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;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, 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; and
- (d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS 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.



IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Susan R Beck
Beneficiary Susan R Beck

Assistant Secretary
Beneficiary

NOTARY ACKNOWLEDGMENT(S) TO SUBORDINATION AGREEMENT



20110328000096210 3/5 \$26.00
Shelby Cnty Judge of Probate, AL
03/28/2011 01:28:12 PM FILED/CERT

INDIVIDUAL ACKNOWLEDGEMENT

State/Commonwealth of Colorado }
County of Douglas } SS.

On this the 7th day of February, 2011, before me,

Amber Worden, the undersigned Notary Public, personally
NOTARY

appeared Susan R Beck, NAME(S) OF SIGNER(S)

- ☒ 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 for the purposes therein stated.

WITNESS my hand and official seal.

Amber Worden
SIGNATURE OF NOTARY PUBLIC

Amber Worden
OTHER REQUIRED INFORMATION (PRINTED NAME OF NOTARY, ETC.)

20110328000096210 4/5 \$26.00
Shelby Cnty Judge of Probate, AL
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AMBER WORDEN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 02/11/2014

OPTIONAL INFORMATION

The following information is not required by law, however it may be helpful in preventing fraudulent use of this acknowledgement.

DOCUMENT TITLE OR DESCRIPTION

DOCUMENT DATE: NUMBER OF PAGES:

COMMENTS:

RIGHT THUMBPRINT OF SIGNER

RIGHT THUMBPRINT OF SIGNER

Exhibit "A"

Legal Description

ALL THAT PARCEL OF LAND IN CITY OF HELENA, SHELBY COUNTY, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS LOT 108 ACCORDING TO THE SURVEY OF DEARING DOWNS 1ST ADDITION AS RECORDED IN MAP BOOK 6 PAGE 141 IN THE PROBATE OFFICE OF SHELBY COUNTY, STATE OF ALABAMA

BEING THE SAME PROPERTY AS CONVEYED TO CYNTHIA J. ORCUTT AND DOUGLAS W. ORCUTT BY FEE SIMPLE DEED FROM JAMES L. LYLES AND CHARLOTTE K. LYLES, HUSBAND AND WIFE AS SET FORTH IN INST # 2003100600067023 0 DATED 09/23/2003 AND RECORDED 10/06/2003, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

Tax ID: 13-6-23-3-000-057.000



20110328000096210 5/5 \$26.00
Shelby Cnty Judge of Probate, AL
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