

SUBORDINATION AGREEMENT

This Agreement made this July 15, 2011 by Mortgage Electronic Registration Systems, Inc. ("MERS"), as a nominee for New York Community Bank, assignee from the FDIC as Receiver for AmTrust Bank, ISAOA whose address is P.O. Box 2026, Flint MI 48501-2026 (hereinafter called "Mortgagee") and **MORTGAGEAMERICA, INC.**, (hereinafter called "New Mortgagee").

WHEREAS, Mortgagee is the holder of a Mortgage (hereinafter called "Mortgage") in the amount of **\$25,800.00** executed by **MARK A. CHANDLER and APRIL K. CHANDLER**, dated **06/28/2006**, recorded **07/20/2006**, Document/Instrument **#20060720000350970**, in **SHELBY** County Records and covering the property described as follows:

Legal Description

LOT 114, ACCORDING TO THE SURVEY OF FINAL PLAT OAKLYN HILLS PHASE 2, AS RECORDED IN MAP BOOK 30, PAGE 17, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

Commonly known as: **277 OAKLYN HILLS DRIVE, CHELSEA, ALABAMA 35043**

WHEREAS **MARK A. CHANDLER and APRIL K. CHANDLER** has applied to New Mortgagee for a loan in the amount not to exceed **\$219,250.00** 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.

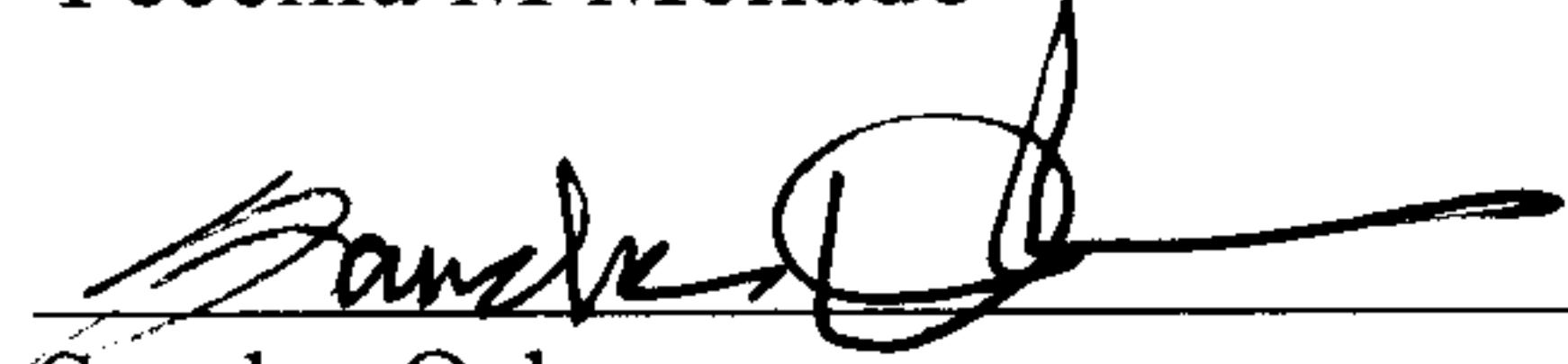
Thereof, in consideration of \$1.00 and other valuable consideration, receipt whereof is hereby acknowledged, Mortgagee covenants and agrees as follows:

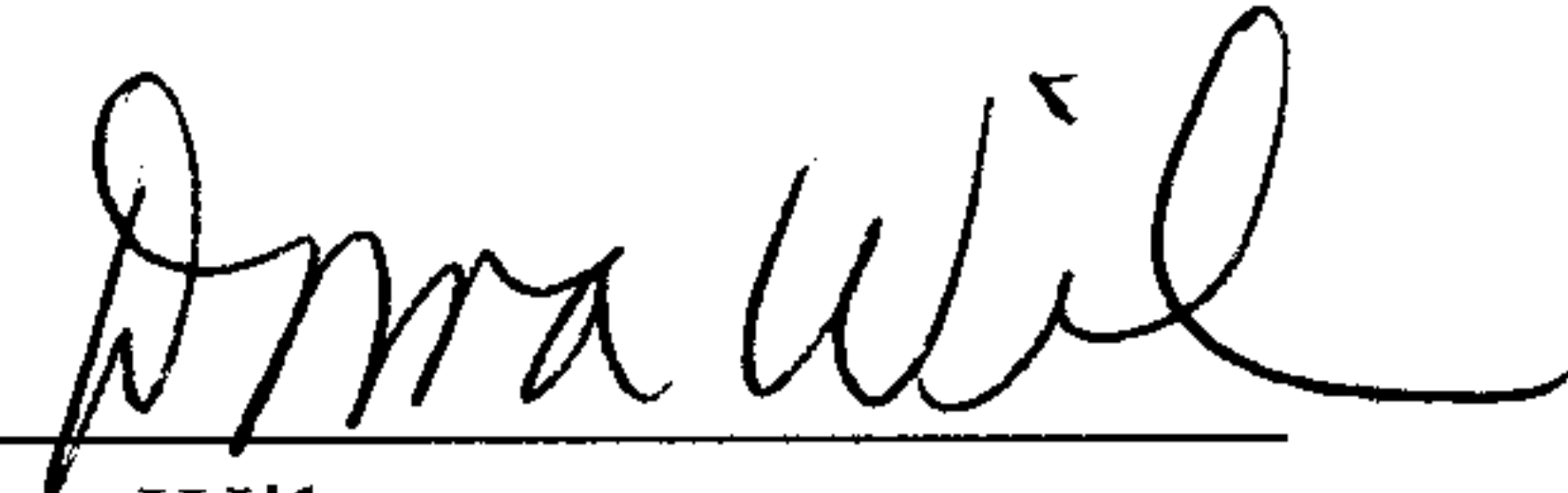
1. Mortgagee hereby waives the priority of the lien of the Mortgage in favor of the lien of the New Mortgage and covenants and agrees that the Mortgage is and shall be subject and subordinate to the lien of the New Mortgage without regard to the time of execution, filing, origination or recording thereof 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.

WITNESSES:

Mortgage Electronic Registration Systems,
Inc.


Yecenia M Mellado

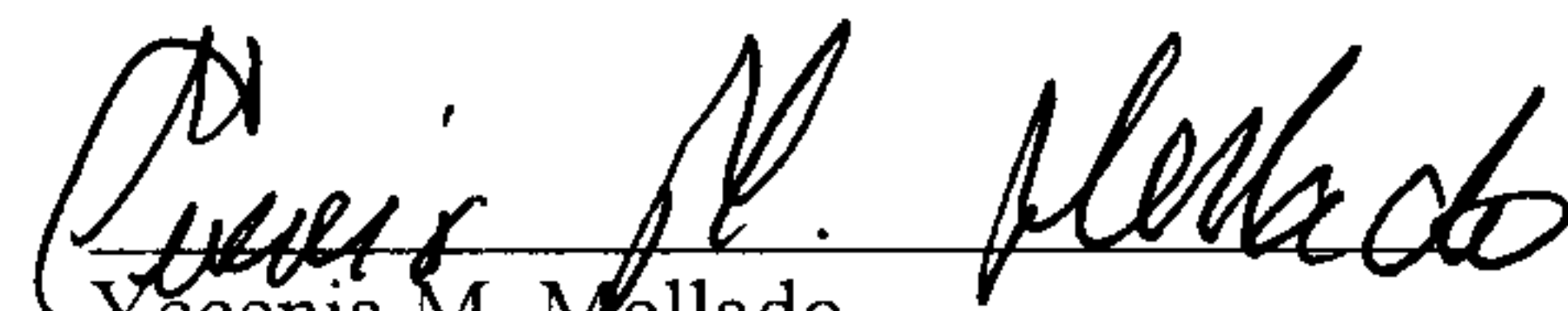

Sandra Osborne

By: 
Donna Wilson
Its: Asst Secretary

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State on this July 15, 2011, personally appeared Donna Wilson to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Asst Secretary and acknowledged to me that he/she/they executed the same as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.


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