

## SUBORDINATION AGREEMENT

This Agreement made this October 17, 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 **MILEND, INC.**, (hereinafter called "New Mortgagee").

WHEREAS, Mortgagee is the holder of a Mortgage (hereinafter called "Mortgage") in the amount of **\$44,460.00** executed by **RASHANDA WILLIAMS** dated **03/24/2006**, recorded **03/28/2006**, in **Document/Instrument #20060328000143950**, in **SHELBY** County Records and covering the property described as follows:

### Legal Description

**LOT 8, ACCPRDING TO THE SURVEY OF EAGLE COVE SUBDIVISION, AS RECORDED IN MAP BOOK 35, PAGE 119 AND REFILED IN MAP 35, PAGE 121, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA**

Commonly known as: **156 EAGLE COVE DRIVE, PELHAM, ALBAMA 35124**

WHEREAS **RASHANDA WILLIAMS** has applied to New Mortgagee for a loan in the amount not to exceed **\$171,300.00** 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.



20111213000375180 2/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
12/13/2011 08:57:11 AM FILED/CERT

WITNESSES:

Mortgage Electronic Registration Systems,  
Inc.

Yecenia M. Mellado  
Yecenia M Mellado

Roberta Roman  
Roberta Roman

By: Donna Wilson  
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 October 17, 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  
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