

## SUBORDINATION AGREEMENT

56059916 - 1134197  
This Agreement made this November 10, 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 JPMORGAN CHASE BANK, N.A., (hereinafter called "New Mortgagee").

WHEREAS, Mortgagee is the holder of a Mortgage (hereinafter called "Mortgage") in the amount of \$69,000.00 executed by ROBERT J. DOUGLAS and THERESA DOUGLAS\*, dated 10/12/2007, recorded 10/16/2007, in INSTRUMENT/DOCUMENT #20071016000478870, in SHELBY County Records and covering the property described as follows:

\*husband and wife ~~SD~~

### Legal Description

LOT 69, ACCORDING TO THE SURVEY OF GREYSTONE, 1<sup>ST</sup> SECTOR, PHASE II, AS RECORDED IN MAP BOOK 15, PAGES 58, 59, 60 AND 61, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED.

Commonly known as: 5000 SHANDWICK CIRCLE, BIRMINGHAM, ALABAMA 35242

WHEREAS ROBERT J. DOUGLAS and THERESA DOUGLAS has applied to New Mortgagee for a loan in the amount not to exceed \$351,500.00 which is to be secured by a mortgage (hereinafter called "New Mortgage") covering the above described property.

*Recorded concurrently herewith.*

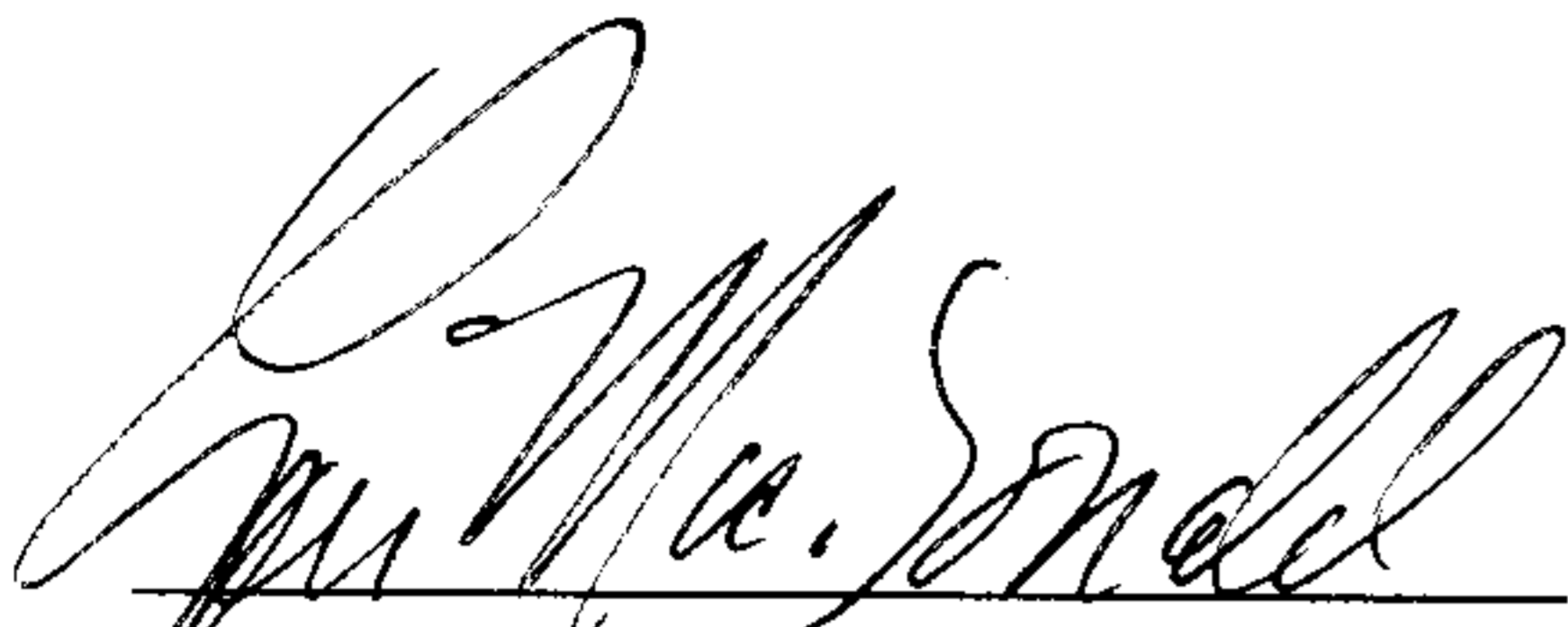
WHEREAS, it is hereby agreed that the lien of the Mortgage shall be subordinate to the lien of the New Mortgage.

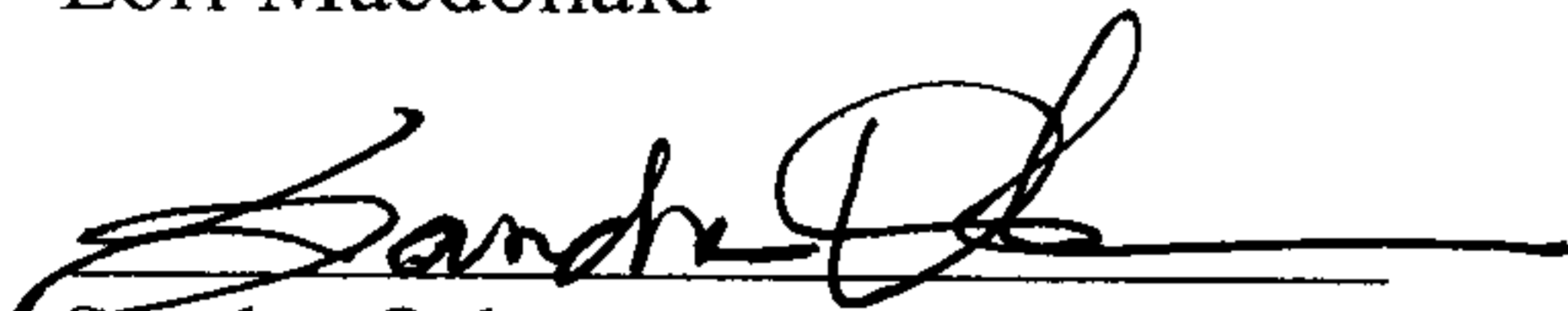
Thereof, in consideration of \$1.00 and other valuable consideration, receipt whereof is hereby acknowledged, Mortgagee covenants and agrees as follows:

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


Return To: *Rec'd 2nd*  
Indecomm Global Services 77445986  
2925 Country Drive  
St. Paul, MN 55117

WITNESSES:

  
Lori Macdonald

  
Sandra Osborne

Mortgage Electronic Registration Systems,  
Inc.

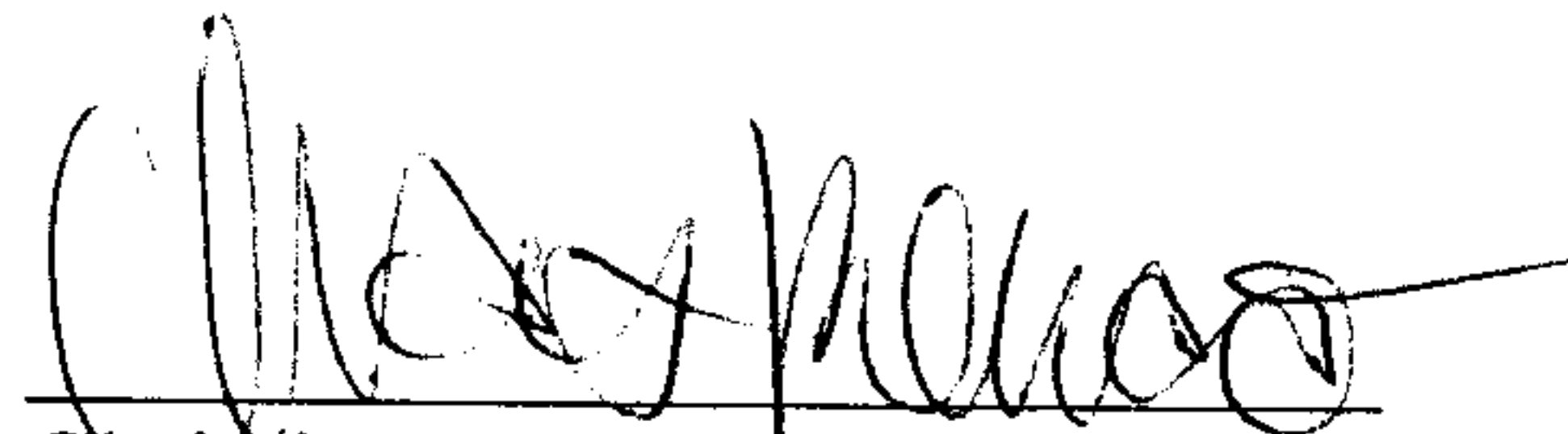
By:   
Donna Wilson  
Its: Asst Secretary

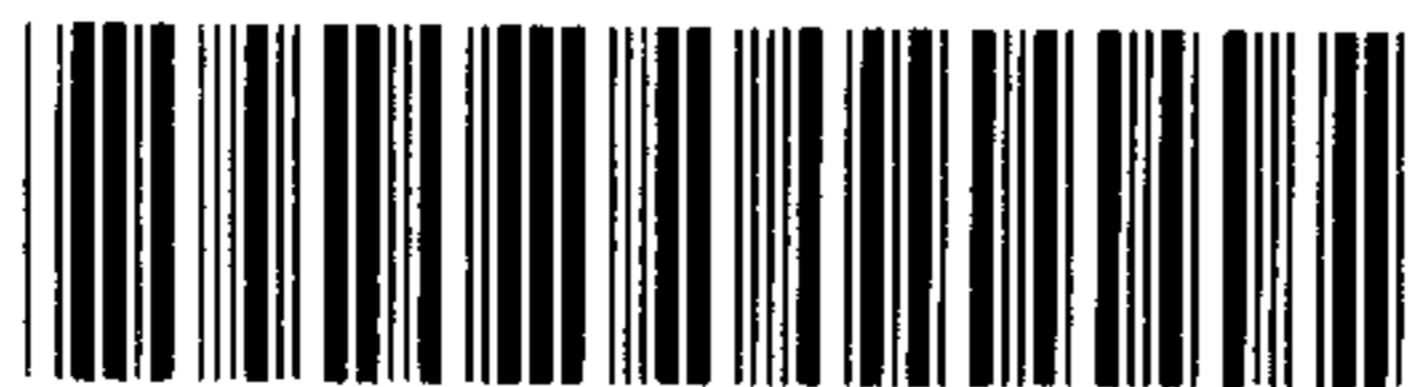
STATE OF OHIO )  
 ) SS  
COUNTY OF CUYAHOGA )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State on this November 10, 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.



  
Christine Benco  
Notary Public, Cuyahoga County, Ohio  
My Commission Expires Dec. 2, 2015  
Recorded in Cuyahoga County



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