

20120112000015330 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
01/12/2012 11:03:54 AM FILED/CERT

Return To: 12944007
LSI-LPS
East Recording Solutions
700 Cherrington Parkway
Coraopolis, PA 15108

Prepared By:
Latasha Cotton
1100 Virginia Dr.
Fort Washington, PA 19034

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made December 2, 2011, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **The Chase Manhattan Bank as Indenture Trustee c/o Residential Funding Company LLC F/K/A Residential Funding Corporation**.

WITNESSETH:

THAT WHEREAS David K. Miller and Lisa G. Miller, residing at 4812 Keith Drive, Birmingham, AL 35242, did execute a Mortgage dated 8/28/00 to **The Chase Manhattan Bank as Indenture Trustee c/o Residential Funding Company, LLC F/K/A Residential Funding Corporation** covering:

SEE ATTACHED

To Secure a Note in the sum of \$45,400.00 dated 8/28/00 in favor of **The Chase Manhattan Bank as Indenture Trustee c/o Residential Funding Company, LLC F/K/A Residential Funding Corporation**, which Mortgage was recorded 9/6/00 as Instr# 2000-30606.

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of (not to exceed)\$120,000.00 dated 1-6-2012 in favor of **JP Morgan Chase Bank, N.A.**, here in after referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that Lender's mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before described, prior and superior to the lien or charge of **The Chase Manhattan Bank as Indenture Trustee c/o Residential Funding Company LLC F/K/A Residential Funding Corporation** mortgage 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 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 mortgage securing said note in favor of Lender, 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 Chase Manhattan Bank as Indenture Trustee c/o Residential Funding Company LLC F/K/A Residential Funding Corporation** mortgage first above mentioned, including any and all advances made or to be made under the note secured by **The Chase Manhattan Bank as Indenture Trustee c/o Residential Funding Company LLC F/K/A Residential Funding Corporation** mortgage first above mentioned.

(2) Nothing herein contained shall affect the validity or enforceability of **The Chase Manhattan Bank as Indenture Trustee c/o Residential Funding Company LLC F/K/A Residential Funding Corporation** mortgage and lien except for the subordination as aforesaid.

WITNESSED BY:

**The Chase Manhattan Bank as Indenture Trustee c/o
Residential Funding Company LLC F/K/A Residential
Funding Corporation**

By: *Latasha Cotton*
Latasha Cotton

By: *Kim Johnson*
Kim Johnson

By: *Latasha Cotton*
Latasha Cotton

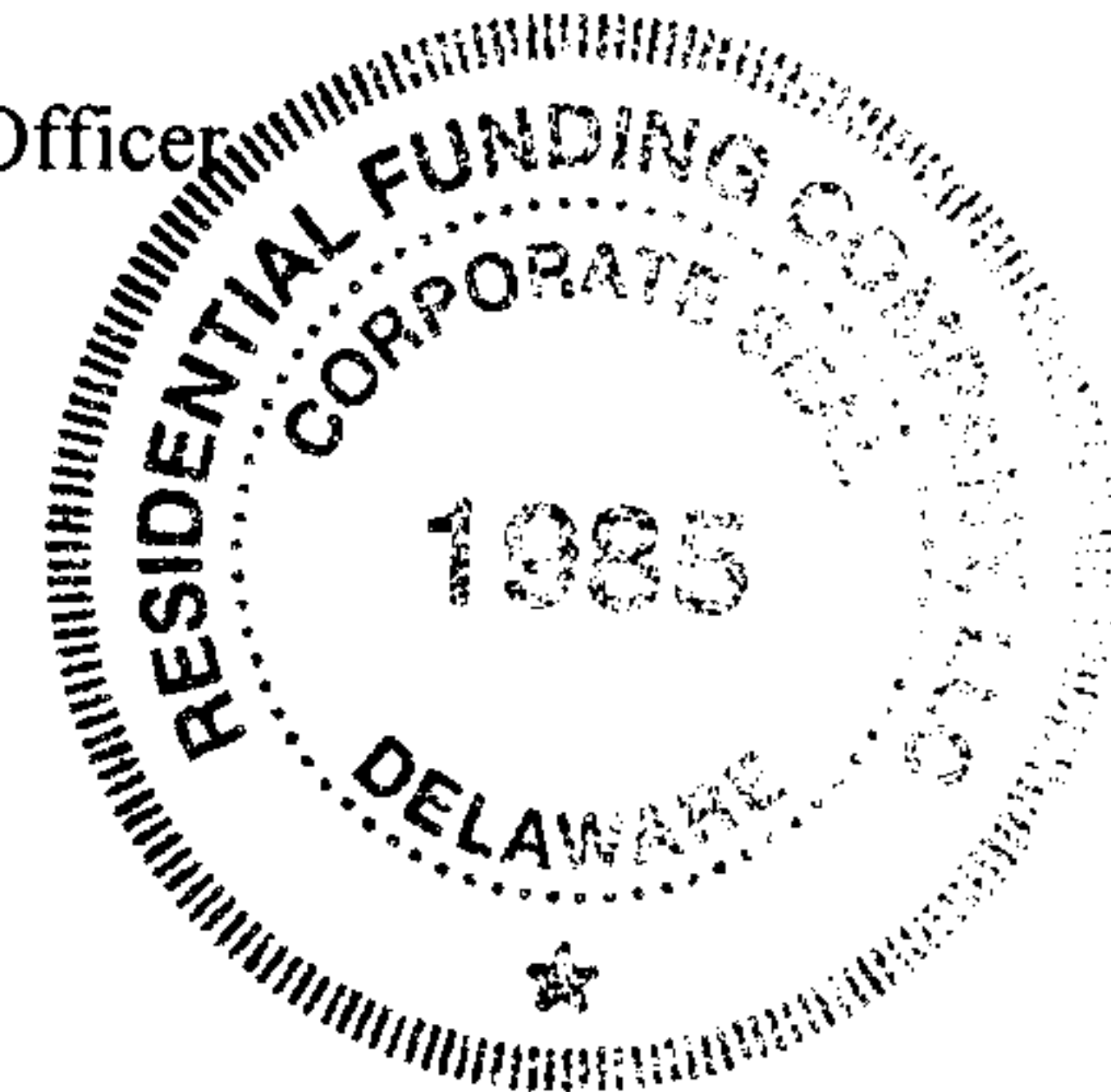
By: *Kim Johnson*
Kim Johnson

By: *Patricia Karpowicz*
Patricia Karpowicz

Title: Limited Signing Officer

Attest: *Marnessa Birckett*
Marnessa Birckett

Title: Limited Signing Officer



COMMONWEALTH OF PENNSYLVANIA

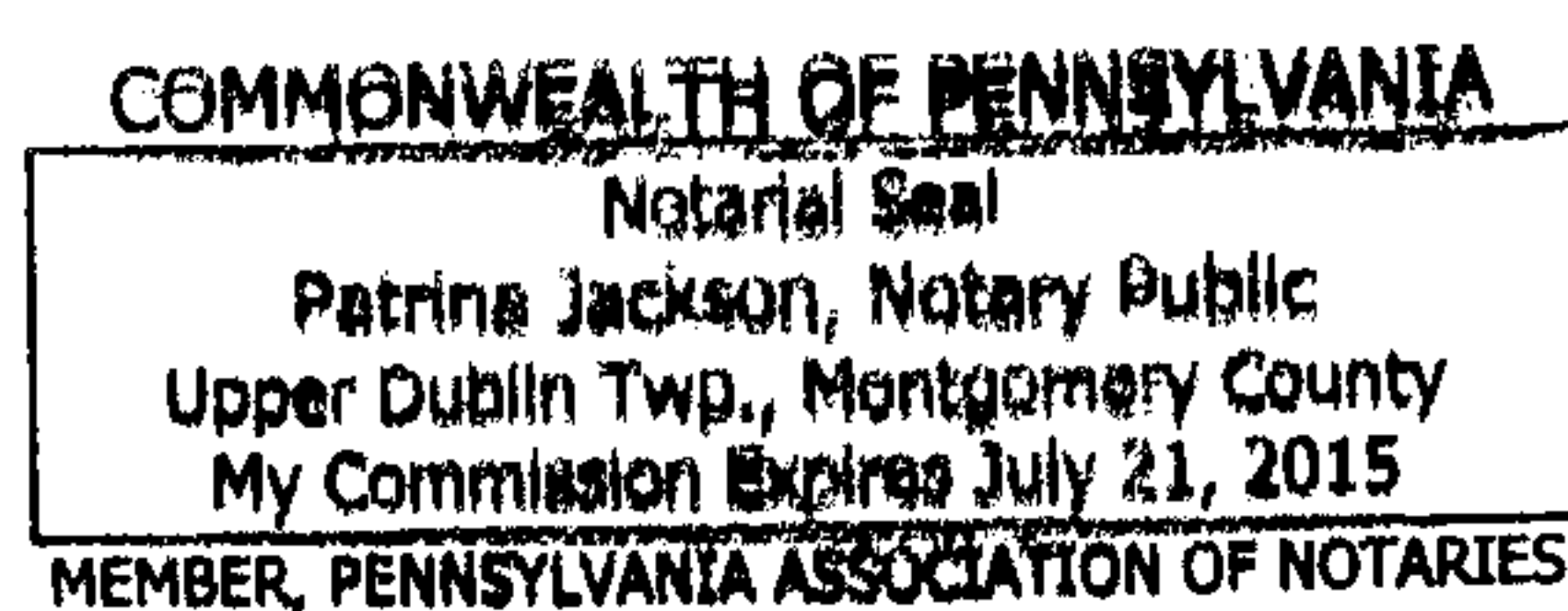
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COUNTY OF MONTGOMERY

On 12/2/11, before me Patrina Jackson, the undersigned, a Notary Public in and for said County and State, personally appeared Patricia Karpowicz personally known to me (or proved to me on the basis of satisfactory evidence) to be the Limited Signing Officer, and Marnessa Birckett personally known to me (or proved to me on the basis of satisfactory evidence) to be the Limited Signing Officer of the Corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same, pursuant to its bylaws, or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Patrina Jackson
Notary Public




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Order No.: **12944007**
Loan No.: 1958593960

Exhibit A

The following described property:

Parcel I: Lot 3, Block 14, according to the Map and Survey of Broken Bow South, as recorded in Map Book 11, Page 82, in the Probate Office of Shelby County, Alabama.

Parcel II: A parcel of land located In the SW-1/4 of the SE-1/4 of Section 12, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of Lot 3, Block 14, of Broken Bow South, as recorded in Map Book 11, Page 82, in the Office of the Judge of Probate of Shelby County, Alabama, also being the point of beginning; thence run Easterly along the Southern line of said Lot 3, Block 14, a distance of 120.11 feet to the Southeast corner of said lot; thence right 85 degrees 07 minutes 42 Seconds Southerly along the prolongation of the East line of Lot 3 a distance of 5.15 feet; thence right 94 degrees 52 minutes 25 seconds parallel to the South line of Lot 3 a distance of 120.11 feet; thence right 87 degrees 47 minutes 03 seconds a distance of 5.14 feet North along the prolongation of the West line of Lot 3 to the point of beginning.

Assessor's Parcel No: 101120009074000