



20120130000034080 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
01/30/2012 12:26:10 PM FILED/CERT

Return To: *12818550*  
LSI-LPS

East Recording Solutions  
700 Cherrington Parkway  
Corapolis, PA 15108

*Prepared by:*

Green Tree Servicing LLC  
Mortgage Amendments Department  
7360 South Kyrene Road T316  
Tempe, AZ 85283

### SUBORDINATION OF MORTGAGE

Acct#

MERS Phone 1-888-679-6377

MIN# 100021278925906781

**Subordination Agreement is null and void if: Not recorded within 90 days of acknowledgment date, corrections or changes are made or aforementioned subordination conditions are not met.**

WHEREAS, Mortgage Electronic Registration Systems, Inc. ("MERS"), which is acting solely as nominee for the Lender, HMSV-USB Lending, LLC DBA Mortgagesouth, and whose address is P.O. Box 2026, Flint, MI 48501-2026, and holder of a mortgage in the amount of \$34,800.00 dated April 12<sup>th</sup>, 2006 and recorded April 21<sup>st</sup>, 2006, as Instrument No. 20060421000187080, Book N/A, Page N/A, hereinafter referred to as "Existing Mortgage", on the following described property,

Property Description:

**LOT 19, ACCORDING TO THE SURVEY OF WEATHERLY, GLEN ABBEY, SECTION 12, AS RECORDED IN MAP BOOK 18, PAGE 128, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA**

Property Address: 112 Tintern Abbey, Alabaster, AL 35007

WHEREAS, Green Tree Servicing LLC, is the servicer or sub-servicer, hereinafter referred to as "Servicer", for the note that is secured by the Existing Mortgage;

WHEREAS, Kenneth T Marlow and Shannon R Marlow, Husband and Wife, as owner(s) (the "Owners") of said property desire to refinance the first lien on said property;

WHEREAS, it is necessary that the new lien to U.S. Bank, National Association, its successors and/or assigns, which secures a note in the amount not to exceed One Hundred Seventy Seven Thousand Four Hundred Dollars and 00/100 (\$177,400.00), hereinafter referred to as "New Mortgage", be a first lien on the premises in question,

WHEREAS, MERS and the Servicer are willing to subordinate the lien of the Existing Mortgage to the lien of the New Mortgage **with the condition that there are no funds from the closing disbursed to the Owners;**

NOW THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt of which is hereby acknowledged, MERS and the Servicer hereby subordinate the lien of the Existing Mortgage to the Lien of the New Mortgage conditioned upon the above-referenced provisions, so that the New Mortgage will be prior and superior in all respects and with regard to all funds advanced thereunder to the lien of the Existing Mortgage.

Mortgage Electronic Registration Systems, Inc.

Robin D. Bryant, Assistant Secretary

Witness 1

Cindy S. Wright

Witness 2

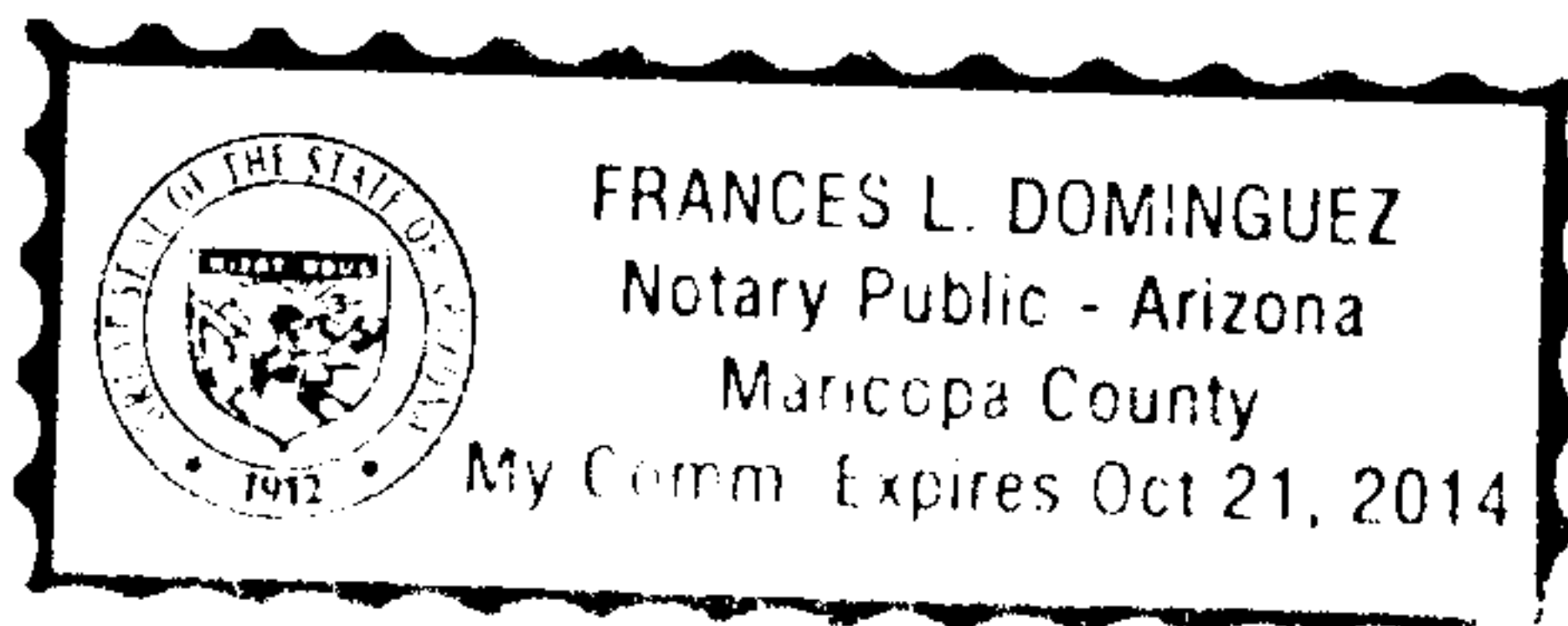
Christian Medina

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 1/11/12 by Robin D. Bryant, Assistant Secretary of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, on behalf of the corporation.

Frances L. Dominguez, Notary Public  
Commission Number 177840



Green Tree Servicing LLC

Stephanie Rodgers, Assistant Vice President

Witness 1

Cindy S. Wright

Witness 2

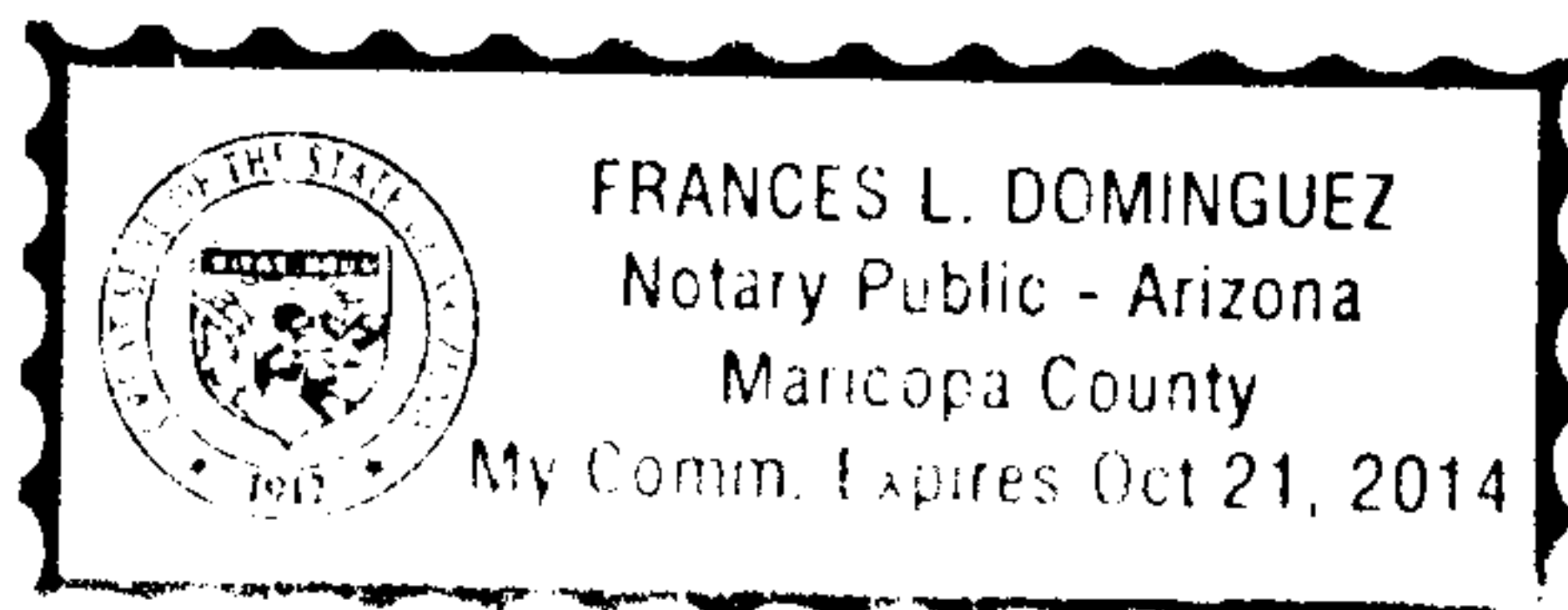
Christian Medina

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 1/11/12 by Stephanie Rodgers, Assistant Vice President of Green Tree Servicing LLC, a Delaware corporation, on behalf of the corporation.

Frances L. Dominguez, Notary Public  
Commission Number 177840





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Order No.: **12818550**  
Loan No.: 2300068024

## **Exhibit A**

The following described property:

Lot 19, according to the Survey of Weatherly, Glen Abbey, Section 12, as recorded in Map Book 18, Page 128, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel No: 137361001001011