



20120329000107200 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
03/29/2012 10:07:43 AM FILED/CERT

This instrument was prepared by:
Green Tree Servicing LLC

~~When Recorded return to:~~
Green Tree Servicing LLC
Mortgage Amendments Department
7360 South Kyrene Road T316
Tempe, AZ 85283

106510529

SUBORDINATION OF MORTGAGE

Acct# 89855893

MERS Phone 1-888-679-6377
MIN# 100133700021612000

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, Countrywide Bank, FSB, and whose address is P.O. Box 2026, Flint, MI 48501-2026, and holder of a mortgage in the amount of \$44,500.00 dated April 25, 2007 and recorded June 4, 2007, as Instrument No. 20070604000258190, Book N/A, Page N/A, hereinafter referred to as "Existing Mortgage", on the following described property,

Property Description:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:
LOT 24, FIRST PHASE, 5TH SECTOR ACCORDING TO THE SURVEY OF WOODLAND HILLS SUBDIVISION, AS RECORDED IN MAP BOOK 7, PAGE 152 IN THE PROBATE OFFICE OF SHELBY COUNTY, BEING SITUATED IN SHELBY COUNTY, ALABAMA.
PARCEL ID NO.: 23-2-09-0-001-001-044


Property Address: 112 Mountain Parkway, Maylene, Alabama 35114

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;

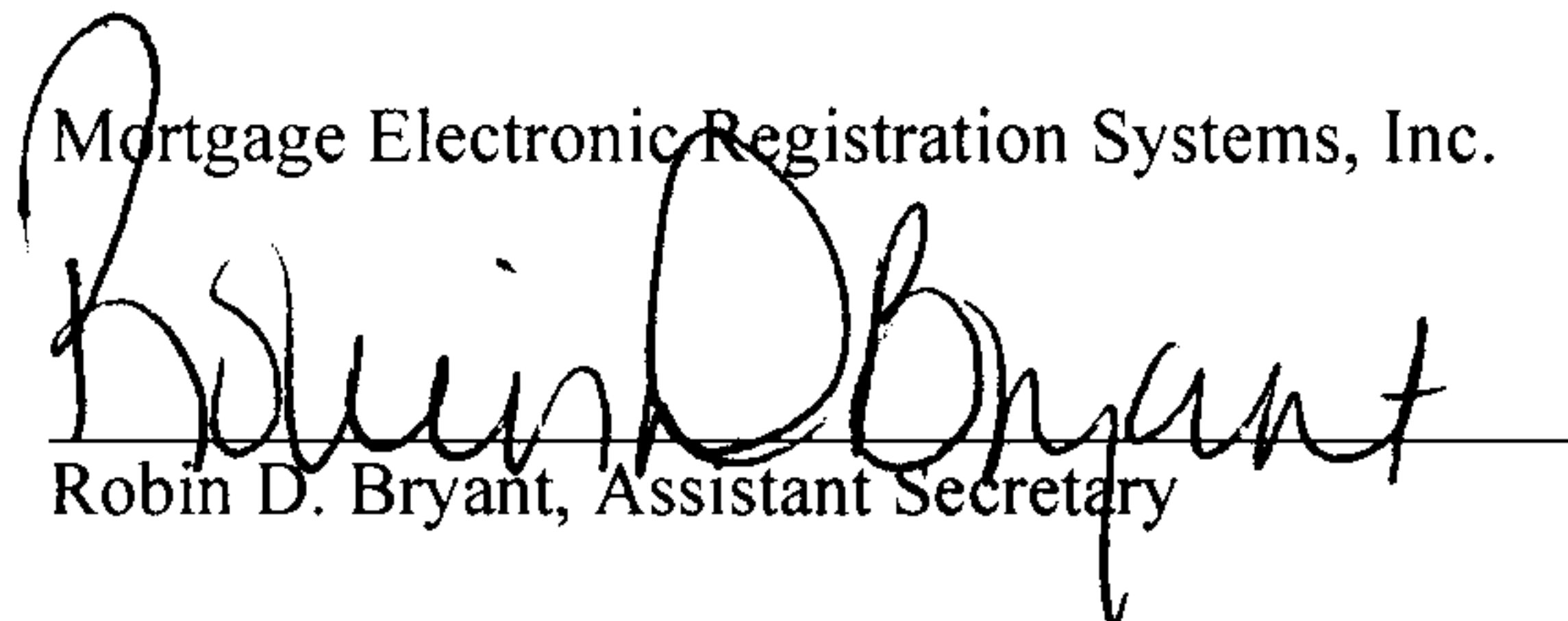
WHEREAS, Brenton Lee McCaleb and Gidget Ann McCaleb, husband and wife as joint tenants, as owner(s) (the "Owners") of said property desire to refinance the first lien on said property;

WHEREAS, it is necessary that the new lien to ^{Bank of America, N.A.}, its successors and/or assigns, which secures a note in the amount not to exceed one hundred five thousand four hundred Dollars and 00/100 (\$105,400.00), 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. 

Bank of America NA
101 South Tryon Street
Charlotte, NC 28255

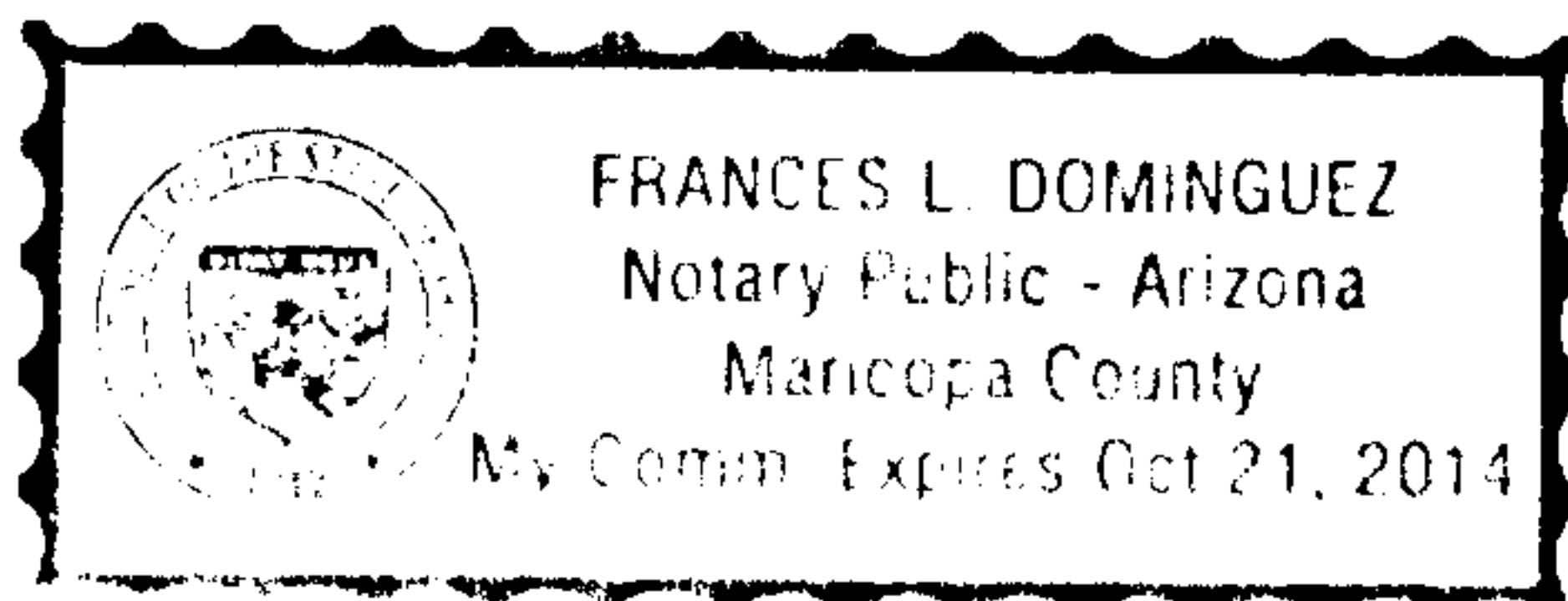
Mortgage Electronic Registration Systems, Inc.

Robin D. Bryant, Assistant Secretary

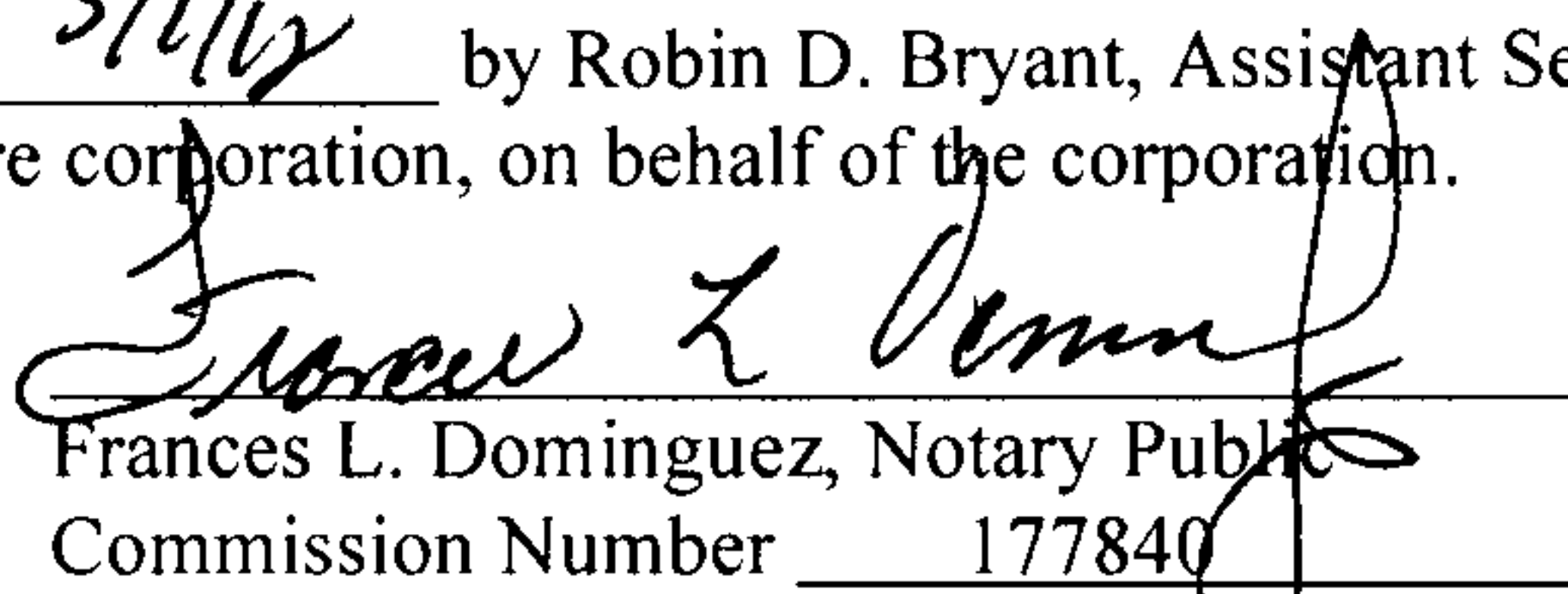
Witness 1 
Witness 2 
Kelli Tennis

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 3/1/12 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

Recording Requested By & Return To:
Chicago Title ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001 17079159