

8003010055

WHEN RECORDED MAIL TO:



20120611000205580 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
06/11/2012 02:28:43 PM FILED/CERT

GMAC Mortgage, LLC

3451 Hammond Ave.

Waterloo IA 50702

Prepared by: Samantha Grandston

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made May 2, 2012, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **Mortgage Electronic Registration Systems, Inc., ('MERS')**

WITNESSETH:

THAT WHEREAS James F. Williams and Cheryl L. Williams, residing at **1408 COVE PARK CIRCLE , HOOVER, AL 35242**, did execute a Mortgage dated **March 29, 2003** to **Mortgage Electronic Registration Systems, Inc., ('MERS')**, covering:

SEE ATTACHED

To Secure a Note in the sum of **\$65,300.00** dated **March 29, 2003** in favor of **Mortgage Electronic Registration Systems, Inc., ('MERS')**, which Mortgage was recorded **May 30, 2003** as **Instrument No# 200305300003370-20**, County of **SHELBY**.

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of (Not to exceed) **\$275,000.00** dated June, 2012 in favor of **Roundpoint Mortgage Company**, 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 **Mortgage Electronic Registration Systems, Inc., ('MERS')** 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 **Mortgage Electronic Registration Systems, Inc., ('MERS')** mortgage first above mentioned, including any and all advances made or to be made under the note secured by **Mortgage Electronic Registration Systems, Inc., ('MERS')** mortgage first above mentioned.

(2) Nothing herein contained shall affect the validity or enforceability of **Mortgage Electronic Registration Systems, Inc., ('MERS')** mortgage and lien except for the subordination as aforesaid.



Mortgage Electronic Registration Systems, Inc., ('MERS')

By: _____

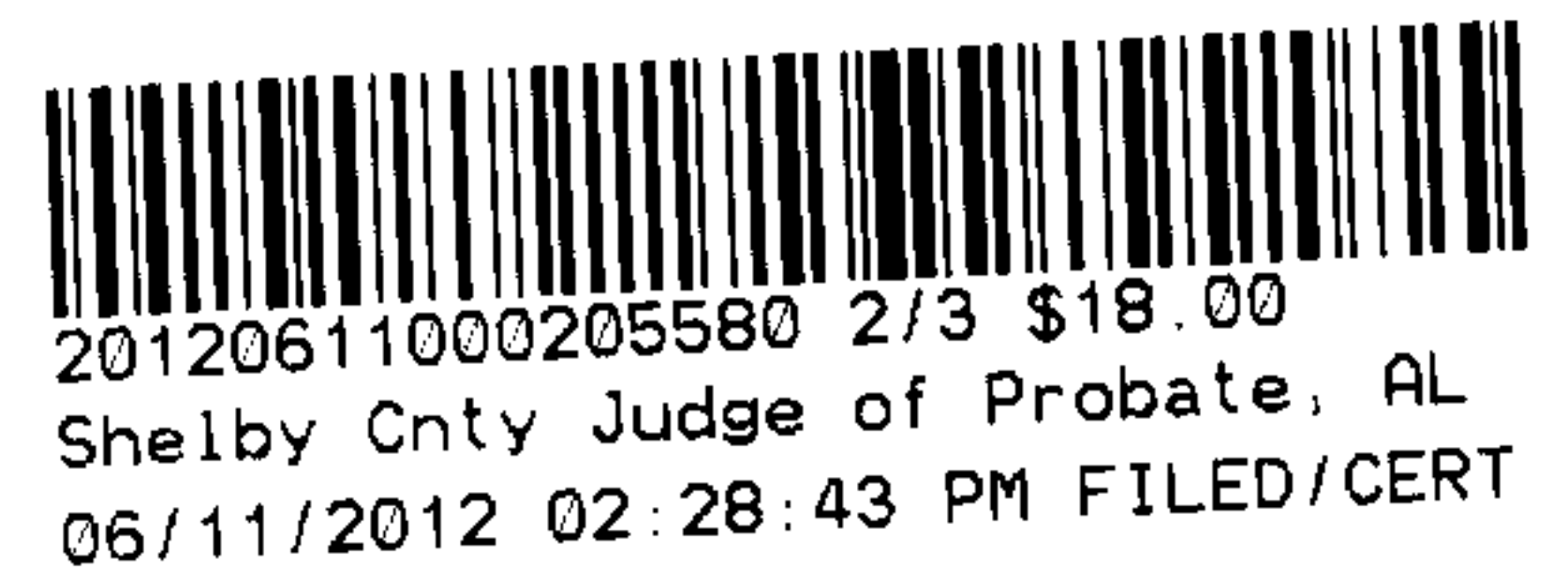
Jami M. Beranek

Title: Assistant Secretary

Attest: _____

Amber Swanger

Title: Assistant Secretary



STATE OF IOWA

COUNTY OF BLACK HAWK

ss:

On May 2, 2012, before me **Jeff Uden**, a notary public in and for the said county, personally appeared Jami M. Beranek known to me to be an **Assistant Secretary of Mortgage Electronic Registration Systems, Inc., ('MERS')** and Amber Swanger known to me to be an **Assistant Secretary of Mortgage Electronic Registration Systems, Inc., ('MERS')**, Solely Defined As Nominee For The Lender, GMAC Mortgage, LLC, the Limited Liability Company that executed the within instrumental also known to me (or proved to me on the basis of satisfactory evidence to be the person who executed the with instrument, behalf of the Limited Liability Company herein named and acknowledged to me that such Limited Liability Company executed the same.

WITNESS my hand and notarial seal.

Notary Public

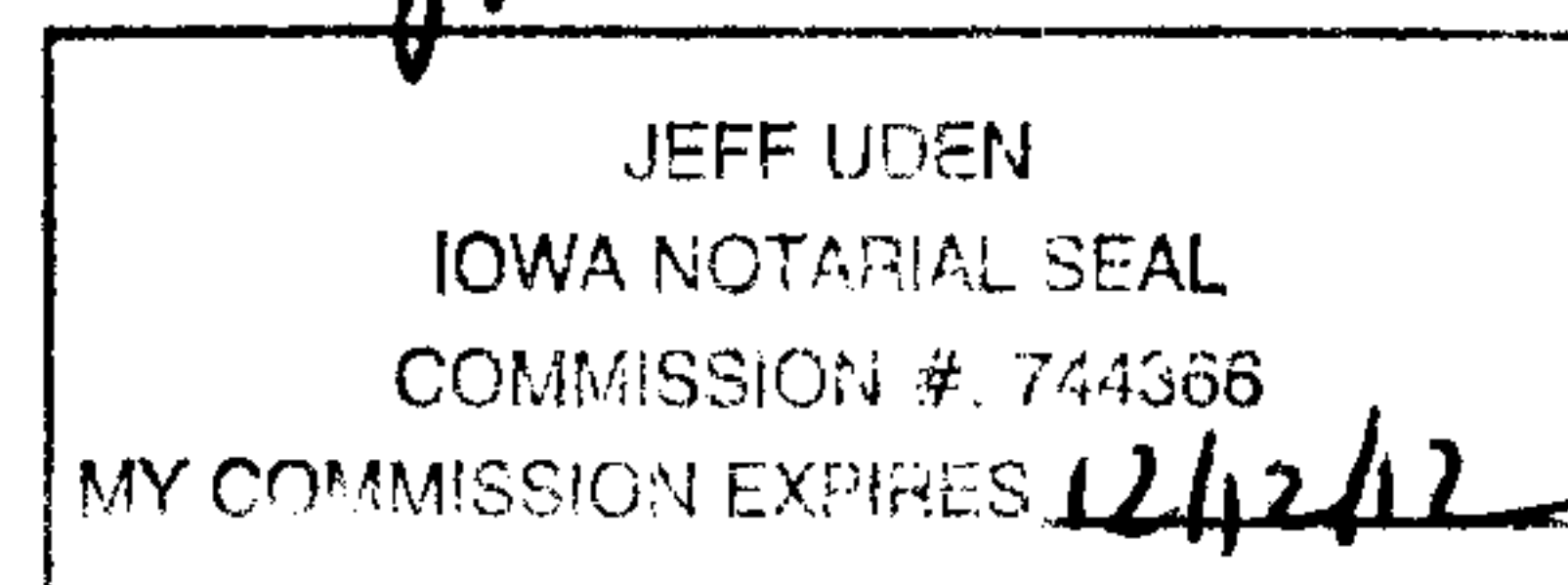



Exhibit A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF Alabama, AND IS DESCRIBED AS FOLLOWS:

LOT 14, ACCORDING TO THE AMENDED MAP OF THE COVE AT GREYSTONE, PHASE I, AS RECORDED IN MAP BOOK 26, PAGE 39 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Parcel ID: 03-8-27-0-011-014-000

Commonly known as 1408 Cove Park Circle, Birmingham, AL 35242
However, by showing this address no additional coverage is provided


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