

When Recorded Return To:  
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77908893 - Rec 2nd

20120821000311150 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
08/21/2012 12:44:51 PM FILED/CERT

MIN: 100162500049900708

## SUBORDINATION AGREEMENT

This Agreement made this July 13, 2012 by Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for FREELAND, FLINDERS, & ASSOC., LLC, whose address is P.O. Box 2026, Flint MI 48501-2026 (hereinafter called "Mortgagee") and **WELLS FARGO BANK, N.A.**, (hereinafter called "New Mortgagee").

WHEREAS, Mortgagee is the holder of a Mortgage (hereinafter called "Mortgage") in the amount of **\$31,000.00** executed by **ROGER BATTON**, dated **09/12/05**, recorded **09/23/05**, in **Document/Instrument #20050923000495020** in **SHELBY** County Records and covering the property described as follows:

### Legal Description

**LOT 9, ACCORDING TO THE SURVEY OF WOODLAND HILLS, AS RECORDED IN MAP BOOK 5, PAGE 90 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS, EASEMENTS, RIGHTS-OF-WAY, PROVISIONS, COVENANTS, TERMS, CONDISTION AND BUILDING SET-BACK LINES OF RECORD.**

Commonly known as: **120 OAK ST, MAYLENE, ALABAMA 35114**

WHEREAS **ROGER BATTON** has applied to New Mortgagee for a loan in the amount not to exceed **\$94,400.00** which is to be secured by a mortgage (hereinafter called "New Mortgage") covering the above described property.

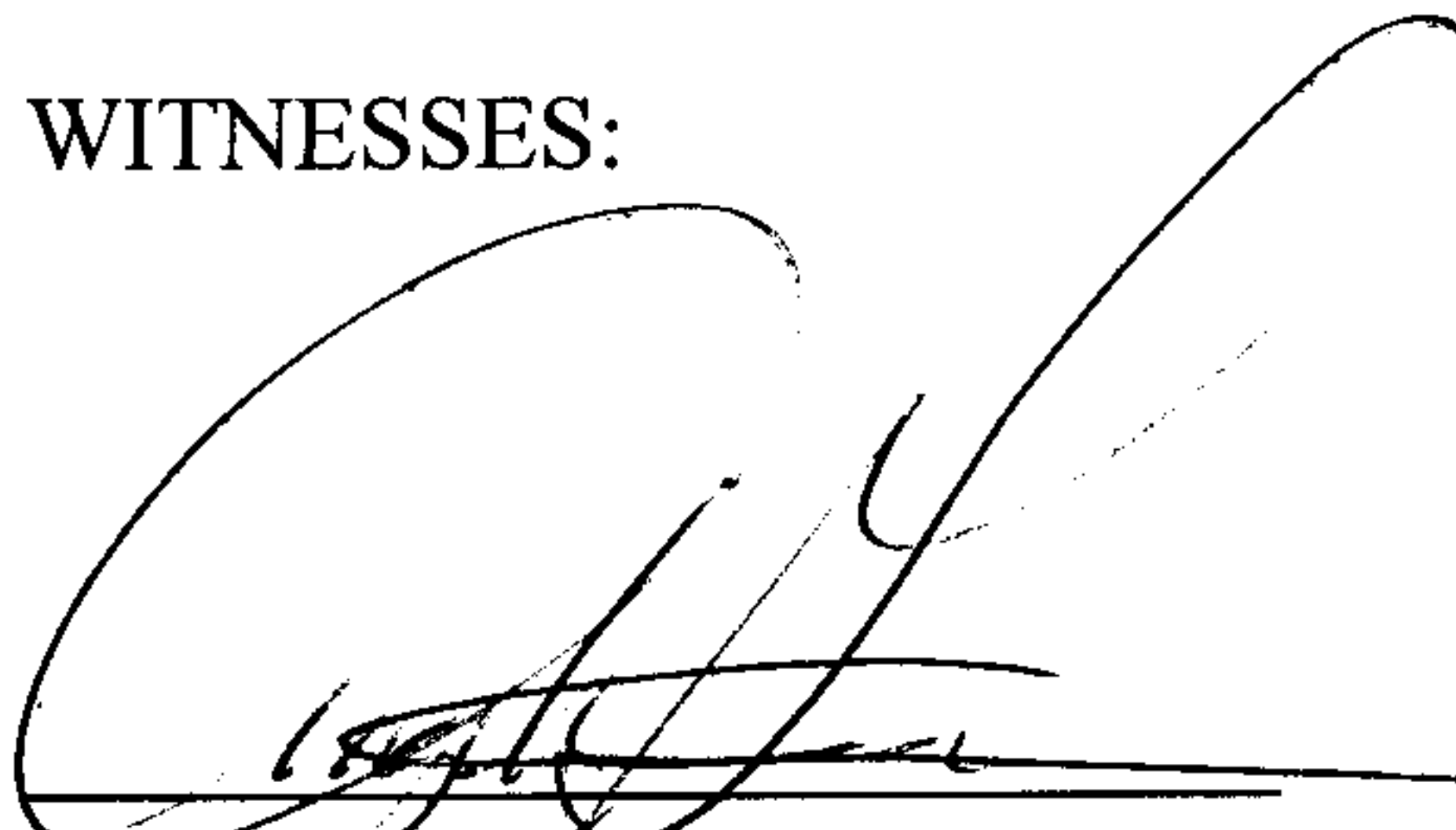
WHEREAS, it is hereby agreed that the lien of the Mortgage shall be subordinate to the lien of the New Mortgage.

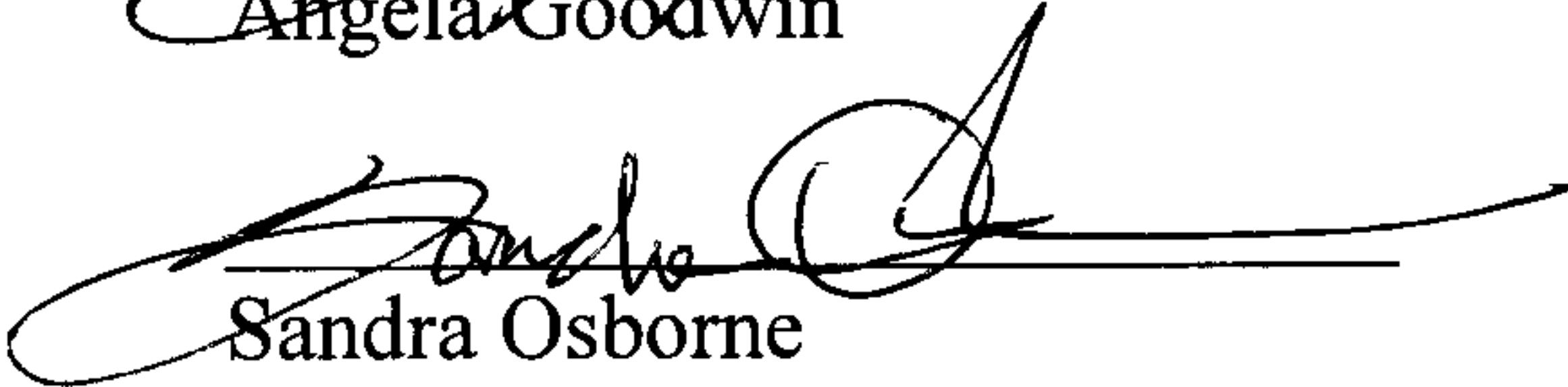
Thereof, in consideration of \$1.00 and other valuable consideration, receipt whereof is hereby acknowledged, Mortgagee covenants and agrees as follows:

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.
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.

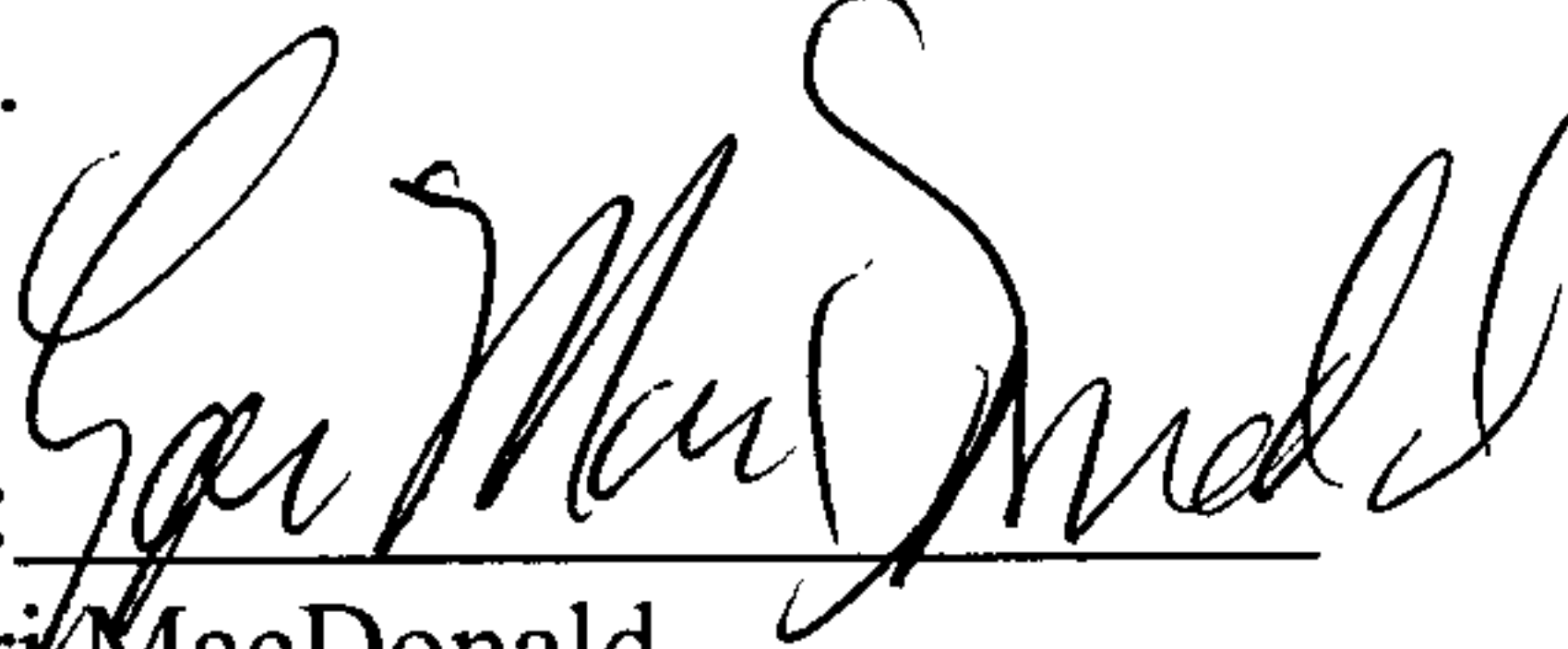
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WITNESSES:

  
Angela Goodwin

  
Sandra Osborne

Mortgage Electronic Registration Systems,  
Inc.

By:   
Lori MacDonald  
Its: Asst Secretary

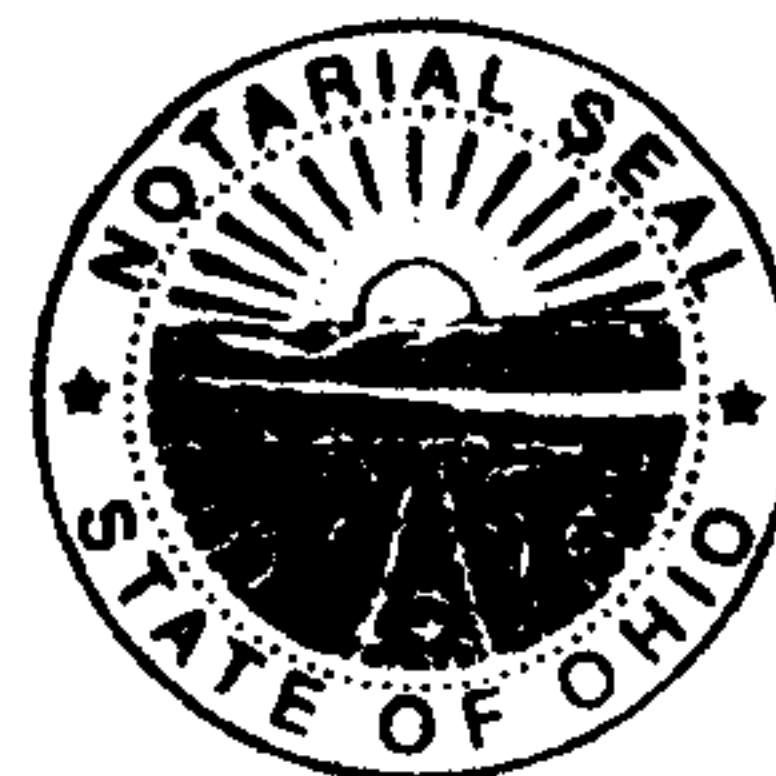
STATE OF OHIO                    )  
  ) SS  
COUNTY OF CUYAHOGA )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State on this July 13, 2012, personally appeared Lori MacDonald 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.

  
Yecenia M. Mellado

Notary Public, Cuyahoga County, Ohio  
Commission Expires: April.30, 2013  
Recorded in Cuyahoga County



**YECENIA M. MELLADO, Notary Public**  
**State of Ohio**  
**My Commission Expires April 30, 2013**  
**Recorded in Cuyahoga County**

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File No.: 40033839612

**EXHIBIT "A"**

The following described real property located in County of Shelby, State of Alabama; being more particularly described as follows:

Lot 9, according to the Survey of Woodland Hills, as recorded in Map Book 5, Page 90 in the Probate Office of Shelby County, Alabama.

Being the same property conveyed to Roger D. Batton and Taressa I. Batton from W. Gray Jones and Margaret F. Jones, by Warranty Deed dated August 4, 1997, recorded August 11, 1997 as Document No. 1997-25320.

Property Address: 120 Oak St, Maylene, AL 35114

APN: 23-2-04-0-001-050.000



\*U02901246\*

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*A 3K3*