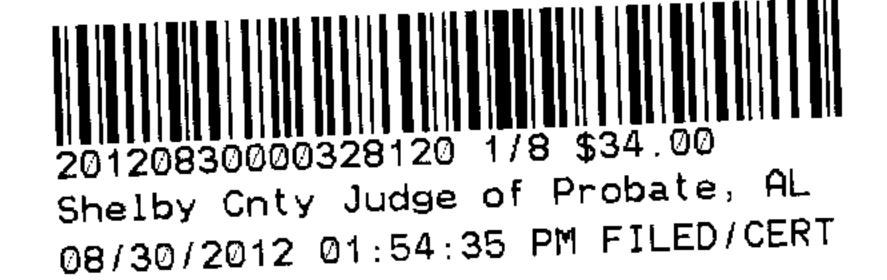
This instrument was prepared by: Green Tree Servicing LLC

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



SUBORDINATION OF MORTGAGE

Acct# 68021799

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, Countrywide Bank, N.A., is the holder of a mortgage, hereinafter referred to as "Holder", in the amount of \$17,800.00 dated February 16, 2006 and recorded March 1, 2006, as Instrument No. 20060301000095970, Book N/A, Page N/A, hereinafter referred to as "Existing Mortgage", on the following described property,

Property Description:

LOT 130, ACCORDING TO THE MAP AND SURVEY OF FOREST LAKES SECTOR 2-PHASE 1, AS RECORDED IN MAP BOOK 29, PAGE 114, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUTNY, ALABAMA.

Property Address: 2182 Forest Lakes Ln, Sterrett, Alabama 35147

WHEREAS, Donna Howell, a Single Woman, 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 Crescent Mortgage Company its successors and/or assigns which secures a note in the amount not to exceed One Hundred Eighteen Thousand Two Hundred Dollars and 00/100 (\$118,200.00), hereinafter referred to as "New Mortgage", be a first lien on the premises in question,

WHEREAS, Holder is 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, Holder hereby subordinates 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, National Association successor by merger to Countrywide Bank, N.A., By Green Tree Servicing LLC, Its Attorney-In-Fact

Robin D. Bryant Assistant Vice President

Witness 1 Erica Guillen

Witness 2 Maria Ramirez

State of Arizona?

County of Maricopa) ss.

in the year 2012 before me, the undersigned, personally appeared

Robin Deryant, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his\her\their\capacity(ies), that by his\her\their signature(s) on the instrument,

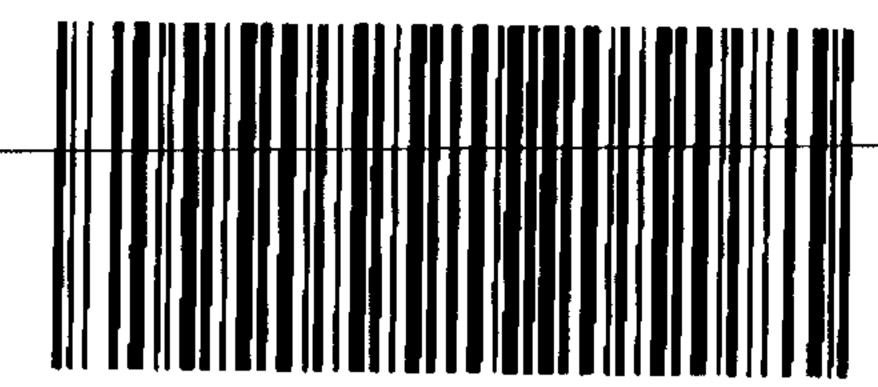
the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Tempe, State of Arizona.

Notary Signature

M. V. M. O. V.

House Public State of Arizona
Manicops County
Valinda Lee Castillo
M. Commission Expires

20120830000328120 2/8 \$34.00 20120830000328120 2/8 \$34.00 Shelby Cnty Judge of Probate, AL 08/30/2012 01:54:35 PM FILED/CERT When Recorded Return To:
Green Tree Servicing LLC
Attn: Document Custody, T322
7360 South Kyrene Rd
Tempe, AZ 85283



OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL 2009-0027242 01/13/09 01:16 PM 5 OF 5

PALUMBOA

LIMITED POWER OF ATTORNEY

TO:	GREEN TREE SERVICING LLC			
FROM:	Bank of America, National Association			
DATED:	11/3/08			
FOR:	BOA 2 nd Lien Mortgage Loan Transfer – Nov 2008			

POWER OF ATTORNEY

Bank of America, National Association (the "Owner") hereby appoints Green Tree Servicing LLC or any affiliate thereof that is servicing the Mortgage Loan (the "Servicer") as its true and lawful attorney-in-fact to act in the name, place and stead of the Owner for the purposes set forth below. This Limited Power of Attorney is given pursuant to a certain Servicing Agreement, by and between the Owner and Servicer, dated as of October 31, 2008 (the "Agreement") to which reference is made for the definition of all capitalized terms herein.

Now, therefore, the Owner does hereby constitute and appoint the Servicer the true and lawful attorney-in-fact of the Owner in the Owner's name, place and stead with respect to each Mortgage Loan serviced by the Servicer pursuant to the Agreement for the following, and only the following, purposes:

- 1. To execute, acknowledge, seal and deliver deeds, deed of trust/mortgage note endorsements, assignments of deed of trust/mortgage and other recorded documents, tax authority notifications and other instruments of sale, conveyance and transfer, full or partial releases, subordinations, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary and proper to effect the execution, delivery, conveyance or recordation of filing of said documents.
- 2. To execute and deliver affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of rescission, foreclosure deeds, transfer tax affidavits, affidavits of merit, verifications of complaint, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays and other documents or notice filings on behalf of the Owner in connection with foreclosure, bankruptcy and eviction actions.
- 3. To endorse and/or assign any borrower or Mortgagor's check or negotiable instrument received by the Servicer as a payment under a Mortgage Loan.

The Owner intends that this Limited Power of Attorney be coupled with an interest and is not revocable.

The Owner further grants to its attorney-in-fact full authority to act in any manner reasonable, proper and necessary to exercise the foregoing powers, and ratifies every such act that Servicer may lawfully perform in exercising those powers by virtue hereof.

The Servicer shall indemnify, defend and hold harmless the Owner, its successors and assigns, from and against any and all losses, costs, expenses (including, without limitation, actual attorneys' fees), damages, liabilities, demand or claims of any kind whatsoever ("Claims") arising out of, related to, or in connection with (i) any act taken by the Servicer pursuant to this Limited Power of Attorney, which act results in a Claim solely by virtue of the unlawful use of this Limited Power of Attorney (and not as a result of a Claim related to the underlying instrument with respect to which this Limited Power of Attorney has been used), or (ii) any use or misuse of this Limited Power of Attorney in any manner or by any person not expressly authorized hereby.

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IN WITNESS WHEREOF, the Owner has executed this Limited Power of Attorney this day of November, 2008.

BANK OF AMERIC	CA, NATIONAL
ASSOCIATION	
By:	Aul
Title: 5VP	

•

STATE OF FLORIDA)			
) ss. `		•	
COUNTY OF DOVAL)			
	of Novembe	r, 2008,		appeared
Susan Edris Wel-		<u></u>		personally
known, who, being by me	duly sworn,	did say	that he/she	resides at
	ronte	Vedra B	each Fl	, that
he/she is the Senior Vice		^ ~	ank of Americ	ca, National
Association, a National Bank	the company	described in	and which e	executed the
foregoing instrument, and that he/sh	ne signed his/her	name thereto	by order of the	he Board of
Directors of such company.				
Directors of saon company.				
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Kegi



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Comptroller of the Currency Administrator of Netional Banks

Washington, DC 20219

CERTIFICATE OF MERGER

I, John C. Dugan. Comptroller of the Currency, do hereby certify that the document hereto attached is a true and complete copy of the certificate recorded in this Office, evidencing the Merger of "Countrywide Bank, National Association," with and into "Bunk of America, National Association," Charlotte, North Carolina, (Charter No. 13044), effective April 27, 2009.

> IN TESTIMONY WHERE OF, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the Treasury Department, in the City of Washington and District of Columbia,

this June 25, 2009

Comptroller of the Currency





Shelby Cnty Judge of Probate, AL 08/30/2012 01:54:35 PM FILED/CERT



Comptroller of the Currency Administrator of National Banks

Large Bank Licensing Mall Stop 7-13 250 E Street, SW Washington, DC 20219

April 27, 2009

Ms. Radhi Thayu Assistant General Counsel Bank of America Corporation NY 1-100-18-07 One Bryant Park New York, NY 10036

Re: Application by Countrywide Bank, FSB, Centennial, Colorado to convert to a national bank and application to merger Countrywide Bank, National Association with and into Bank of America, National Association, Charlotte, North Carolina. Application Control Numbers: 2009-ML-01-0003; 2009-ML-02-0003

Dear Ms. Thayu:

This letter is the official certification of the Comptroller of the Currency (OCC) of the conversion of Countrywide Bank, FSB, Centennial, Colorado to a national bank with the name Countrywide Bank, National Association, effective April 27, 2009. This is also the certification to merge Countrywide Bank, National Association with and into Bank of America, National Association, Charlotte, North Carolina, effective April 27, 2009.

This letter is also the official authorization for Bank of America, National Association to operate the former main office of Countrywide Bank, National Association as a branch of Bank of America, National Association as detailed below:

Popular Name:

Colorado Branch

Address:

6465 South Greenwood Plaza, Suite 200

Centennial, Colorado

Branch Number:

146797A

If you have questions regarding this letter, please contact me at (202) 874-5294 or by email at: Stephen.Lybarger@occ.treas.gov. Please reference the application control number or numbers in any correspondence.

Sincerely,

Large Bank Licensing Lead Expert

Shelby Cnty Judge of Probate, AL 08/30/2012 01:54:35 PM FILED/CERT