

20120914000350780 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
09/14/2012 01:36:37 PM FILED/CERT

Source Of Title

Instrument number #: **2007020500051720**

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

AFTER RECORDING MAIL TO:

CHICAGO TITLE

SERVICELINK DIVISION

4000 INDUSTRIAL BLVD.

ALBUQUERQUE, NM 87101

1-800-439-5451

Order #:20290969

SUBORDINATION

DOCUMENT TITLE

MERS AS NOMINEE FOR BANK OF AMERICA, NA
BANK OF AMERICA, NA

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

Document Processing
TX2-979-01-19
4500 Amon Carter Blvd
Fort Worth, TX 76155

LOAN #: 187278776

ESCROW/CLOSING#: 243231885

107835931

SPACE ABOVE FOR RECORDERS USE

MERS Phone: 1-888-679-6377

MIN: 100133700028570680

NOTICE: THIS SUBORDINATION AGREEMENT MAY RESULT IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made this Fifteenth day of August, 2012, by **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for Bank of America, N.A., successor by merger to Countrywide Bank, FSB ("Subordinating Lender")**, a corporation whose address is **P.O. BOX 2026, FLINT, MI 48501-2026**.

WITNESSETH:

WHEREAS, Subordinator is the beneficiary/mortgagee of that certain Deed of Trust/Mortgage ("Security Document") pursuant to that certain Security Document dated 12/20/2007 (the "Senior Lien"), and executed by A KEITH BERRY and (together, the "Owner") and encumbering that certain real property located at 3017 BELVEDERE LANE, BIRMINGHAM, AL 35242 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 01/11/2008 in Official Records Book N/A, Page N/A, as Instrument No. 20080111000016350, of the Official Records of SHELBY County, AL, as the same may have been or is to be modified prior hereto or contemporaneously herewith.

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WHEREAS, Bank of America, N.A. ("Junior Lien Holder") has been requested to make a loan, line of credit or other financial accommodation to Owner, to be secured by either a deed of trust, deed to secure debt or mortgage (collectively, the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note or line of credit (together, the "Note") made by Owner and/or others payable to the order of Junior Lien Holder, in the maximum principal face amount not to exceed \$207000.00 ("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan"); and

WHEREAS, Junior Lien Holder requires, as a condition to making the Loan, that the Junior Lien be superior to the Senior Lien;

WHEREAS, it is to the mutual benefit of the Subordinator, Owner and Junior Lien Holder that Junior Lien Holder make the Loan to Owner; and Subordinator is willing to permit the Junior Lien, when recorded, to constitute a lien upon the Property that is unconditionally prior and superior to the Senior Lien.

NOW THEREFORE, for valuable consideration and to induce Junior Lien Holder to make the Loan to Owner, Subordinator hereby subordinates the Senior Lien to the Junior Lien and any renewals or extensions thereof, and declares, agrees and acknowledges that:

(1) The Junior Lien and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property, prior and superior to the Senior Lien.

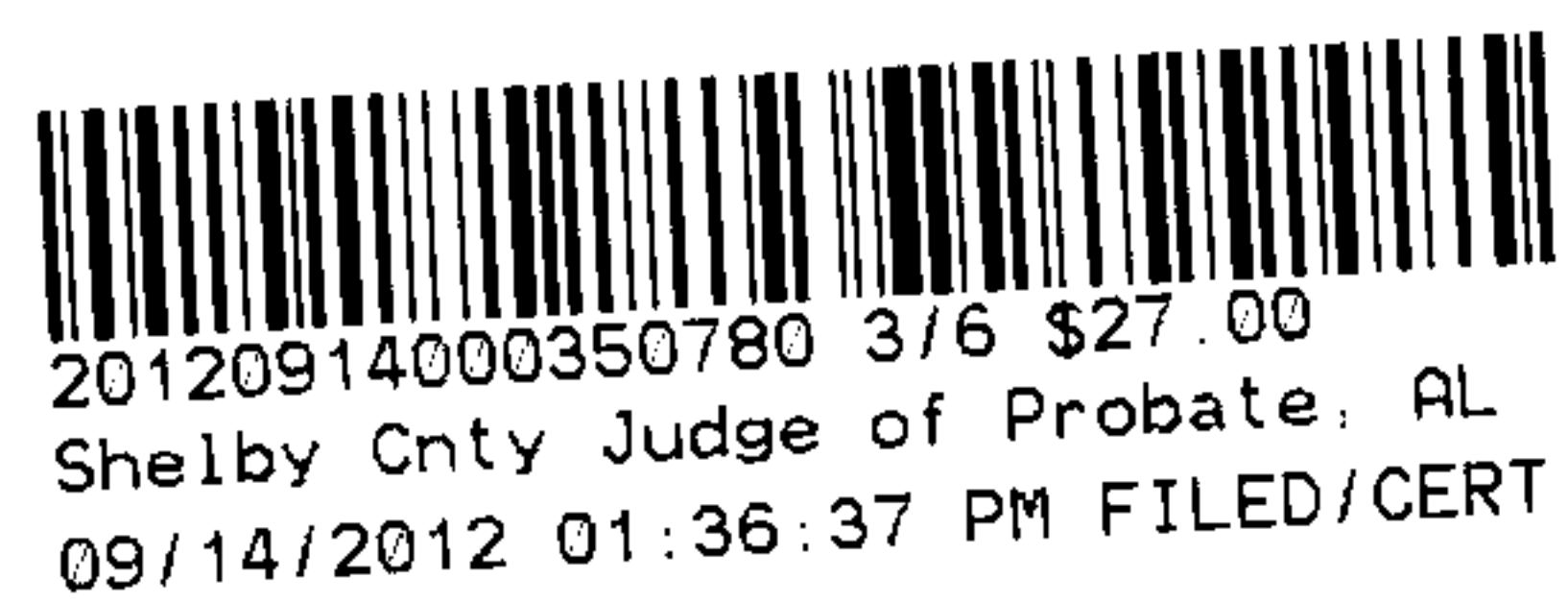
(2) That Junior Lien Holder would not make the Loan without this subordination agreement.

(3) This Agreement is limited to the Principal Amount, plus interest and any additional amounts advanced pursuant to the provision of the Note or Junior Lien for payment of insurance premiums, taxes, cost of collection or protection of the value of the Property or Junior Lien Holder's rights in the Property. This Agreement shall inure to the benefit of Junior Lien Holder and be binding upon Subordinator, its successors and assigns and shall be binding upon any purchaser (at foreclosure or otherwise) of the Property, or any part thereof, and their respective heirs, personal representatives, successors and assigns.

(4) This agreement shall be the whole and only agreement with regard to the subordination of the Senior Lien to the Junior Lien and shall supersede and cancel, but only insofar as would affect the priority between the security instruments described herein, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Senior Lien, which provide for the subordination of the Senior Lien to another security instrument, deed of trust or mortgage.

(5) It consents to and approves (i) all provisions of the Note and Junior Lien securing the loan, and (ii) all agreements, including but not limited to any loan or escrow agreements (collectively, the "Loan Agreements"), between Owner and Junior Lien Holder for the disbursement of the proceeds of the New Loan;

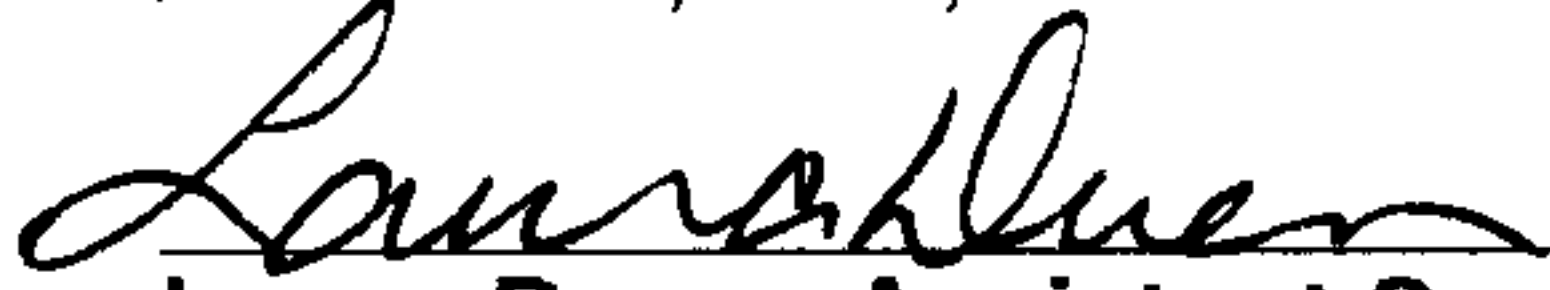
(6) Junior Lien Holder making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Junior Lien Holder represented that it will, see to the application of such proceeds by the person(s) to whom Junior Lien Holder disburses such proceeds and any application or use of such proceeds other than those provided for in such Loan Agreement(s) shall not defeat the subordination herein made in whole or in part.




(7) It intentionally and unconditionally waives, relinquishes and subordinates the Senior Lien in favor of the Junior Lien and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE OWNER OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for BANK OF AMERICA, N.A., successor by merger to COUNTRYWIDE BANK, F.S.B.


Laura Duerr, Assistant Secretary


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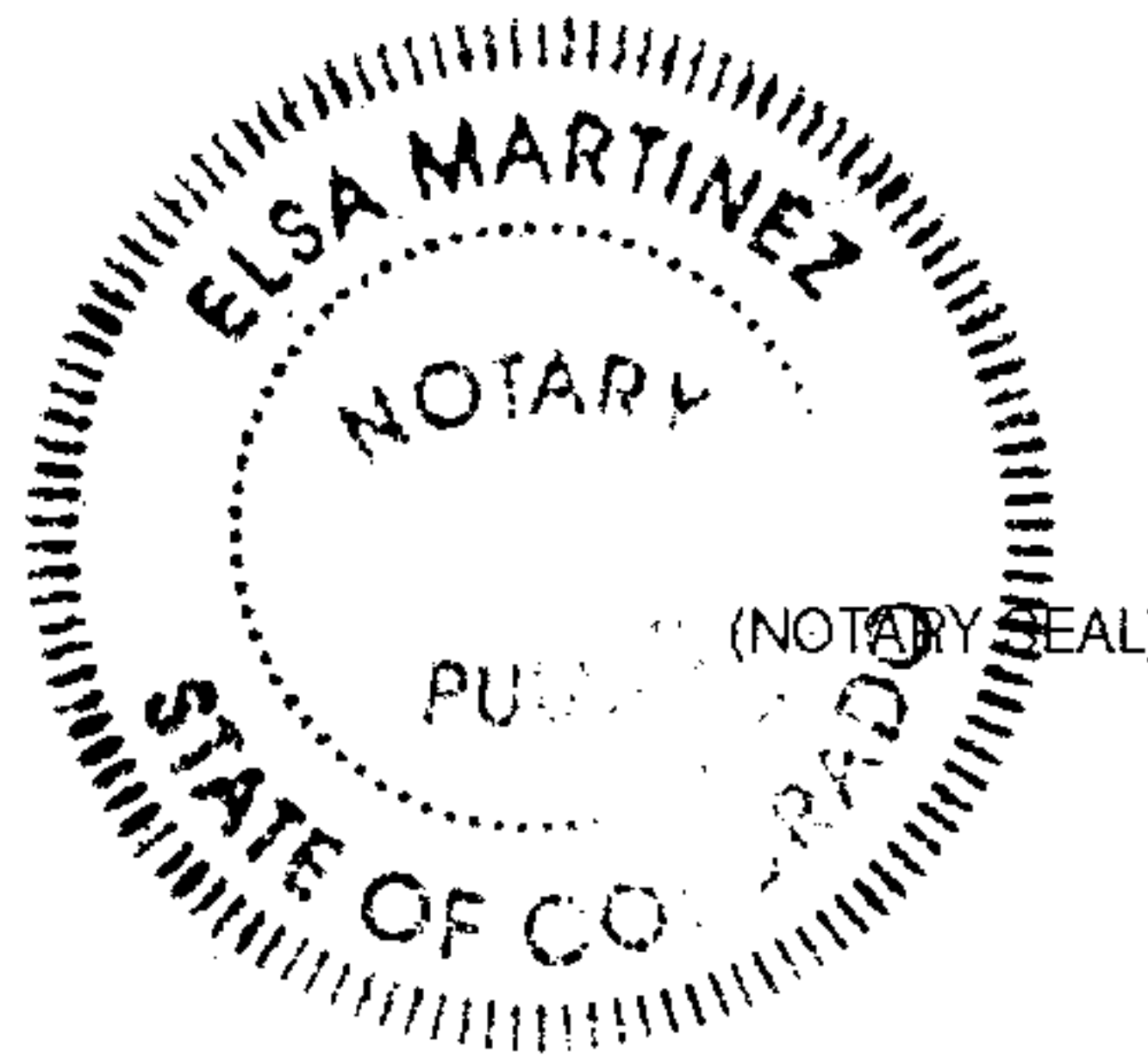
ALL PURPOSE ACKNOWLEDGMENT

STATE OF Colorado }
COUNTY OF Denver }

On 8-15-2012 (date) before me, Elsa Martinez (notary public) personally appeared **Laura Duerr**, of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for BANK OF AMERICA, N.A., successor by merger to COUNTRYWIDE BANK, F.S.B. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Elsa Martinez
My commission exp: 11-05-2015



ATTENTION NOTARY:

Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT

Title of Document Type Subordination
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____



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LEGAL DESCRIPTION

EXHIBIT "A"

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

ALL THAT PARCEL OF LAND IN CITY OF BIRMINGHAM, SHELBY COUNTY, STATE OF ALABAMA, AS MORE FULLY DESCRIBED IN DEED INST # 2007020500051720, ID# 03-8-34-0-016-021.000-RR-00, ID#038340016021000, BEING KNOWN AND DESIGNATED AS:

LOT 68 ACCORDING TO THE FINAL PLAT OF BELVEDERE COVE PHASE 1 AS RECORDED IN MAP BOOK 35 PAGE 45A AND 45B IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA

PROPERTY ADDRESS: 3017 BELVEDERE LANE, BIRMINGHAM, AL 35242

A KEITH BERRY BY FEE SIMPLE DEED FROM D R HORTON INC BIRMINGHAM AS SET FORTH IN INST # 2007020500051720 DATED 01/30/2007 AND RECORDED 02/05/2007, SHELBY COUNTY RECORDS, STATE OF ALABAMA.



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