

20121113000434680 1/5 \$25.00
Shelby Cnty Judge of Probate, AL
11/13/2012 01:40:22 PM FILED/CERT

57067885-1554074

SUBORDINATION AGREEMENT

~~WHEN RECORDED MAIL TO:~~

Bank of America
4161 Piedmont Parkway
NC4-105-01-38
Attn Subordinations
Greensboro NC 27410

Doc ID No.: 00018231XXXX2005N

ESCROW/CLOSING#:

SPACE ABOVE FOR RECORDERS USE

78140739 REC 2
When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

MERS Phone: 1-888-679-6377

MIN : 100133700027325771

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 Twenty-second day of October, 2012, by Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Bank, FSB its successors and/or assigns ("Subordinating Lender"), a corporation whose address is **NC4-105-01-38, 4161 Piedmont Parkway, Greensboro, NC 27410.**

WITNESSETH:

WHEREAS, Subordinator is the beneficiary/mortgagee of that certain Deed of Trust/Mortgage ("Security Document") pursuant to that certain Security Document dated 11/13/2007 (the "Senior Lien"), and executed by MONCHELL R. WARD and encumbering that certain real property located at 137 CANTER WAY, ALABASTER, AL 35007 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 11/27/2007 in Official Records Book N/A, Page N/A, as Instrument No. 20071127000538100, of the Official Records of SHELBY County, Alabama, as the same may have been or is to be modified prior hereto or contemporaneously herewith.

WHEREAS, Mortgage Electronic Registration Systems, Inc. as nominee for Quicken Loans, Inc. ("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 \$301,050.00 ("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. as nominee for Countrywide Bank, FSB its successors and/or assigns


Kathy Clark, Assistant Secretary


Andrew Holland, Assistant Secretary


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ALL PURPOSE ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGEMENT

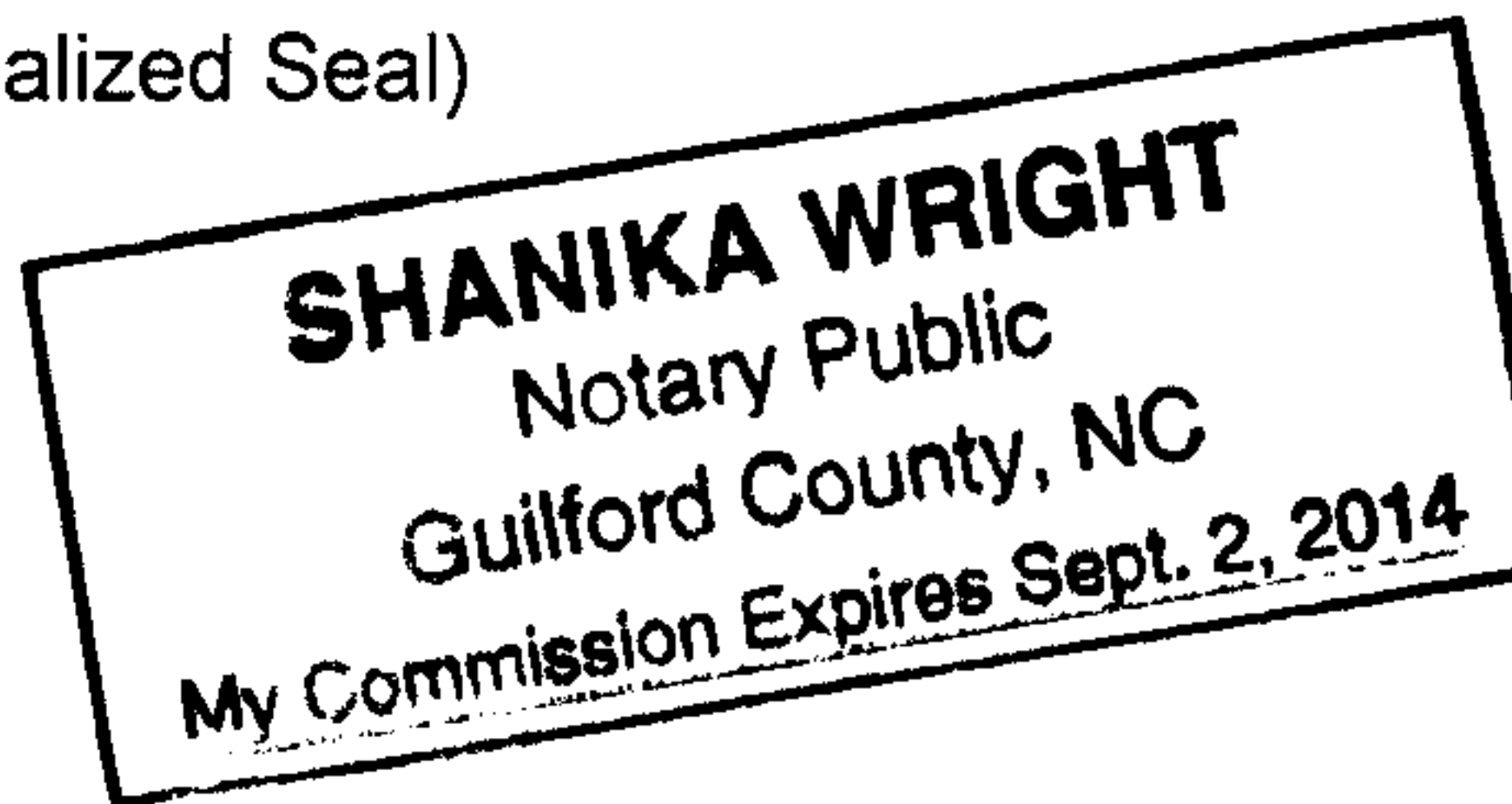
STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

Before me, the undersigned, a Notary Public on this day personally appeared **Kathy Clark, Assistant Secretary and Andrew Holland, Assistant Secretary** known to me, to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he or she had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 22nd day of **October, 2012**.

(Personalized Seal)



(Notary Public, State of North Carolina)

Shanika Wright

(Print Name of Notary Public here)

My commission expires **09/02/2014**



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EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 223054991020000

Land Situated in the County of Shelby in the State of AL

LOT 20, IN THE SADDLE LAKE FARMS CONDOMINIUM, A CONDOMINIUM LOCATED IN SHELBY COUNTY, ALABAMA, AS ESTABLISHED BY DECLARATION OF CONDOMINIUM AS RECORDED IN INSTRUMENT 1995-17533 AND ARTICLES OF INCORPORATION OF SADDLE LAKE FARMS ASSOCIATION, INC., AS RECORDED IN INSTRUMENT NO. 1995-17530, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF SADDLE LAKE FARMS CONDOMINIUM AS SET OUT IN THE SAID DECLARATION OF CONDOMINIUM, SAID UNIT BEING MORE PARTICULARLY DESCRIBED IN THE FLOOR PLANS AND ARCHITECTURAL DRAWINGS OF SADDLE LAKE FARMS CONDOMINIUM AS RECORDED IN MAP BOOK 20, PAGE 20 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Commonly known as: 137 Canter Way , Alabaster, AL 35007


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1371 11/6/2012 78140739/2