


Reli Settlement Solutions, LLC
3595 Grandview Parkway
Suite 600
Birmingham, Alabama 35243


20121128000453450 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
11/28/2012 08:39:11 AM FILED/CERT

MIN: 100162500073162654

SUBORDINATION AGREEMENT

This Agreement made this November 6, 2012 by Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for MORTGAGEBANC LLC, its successors and assigns, whose address is P.O. Box 2026, Flint MI 48501-2026 (hereinafter called "Mortgagee") and **FAIRWAY INDEPENDENT MORTGAGE CORP** (hereinafter called "New Lender").

WHEREAS, Mortgagee is the holder of a Mortgage (hereinafter called "Mortgage") in the amount of **\$30,000.00** executed by **LESLIE W PENDLETON AND EVA A PENDLETON AS JOINT TENANTS AND HUSBAND AND WIFE**, dated **07/07/2006**, recorded **07/13/2006**, in **Document #20060713000338640** in **SHELBY** County Records, State of **ALABAMA**, and covering the property described as follows:

Legal Description

SEE ATTACHED EXHIBIT "A"

Commonly known as: **4104 MILNERS LANE, BIRMINGHAM, ALABAMA 35242**

WHEREAS, **LESLIE W PENDLETON AND EVA A PENDLETON** have applied to New Lender for a loan in an amount not to exceed **\$330,000.00**, 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.
2. Mortgagee represents and warrants that it has not assigned or transferred the Mortgage, for collateral purposes or otherwise.
3. This Agreement shall be binding upon and shall insure to the benefit of the Mortgagee and the New Lender and their respective heirs, legal representatives, successors and assigns.

Mortgage Electronic Registration Systems, Inc.

By:


Jeanne Fairweather
Its: Assistant Secretary

STATE OF OHIO)

) SS

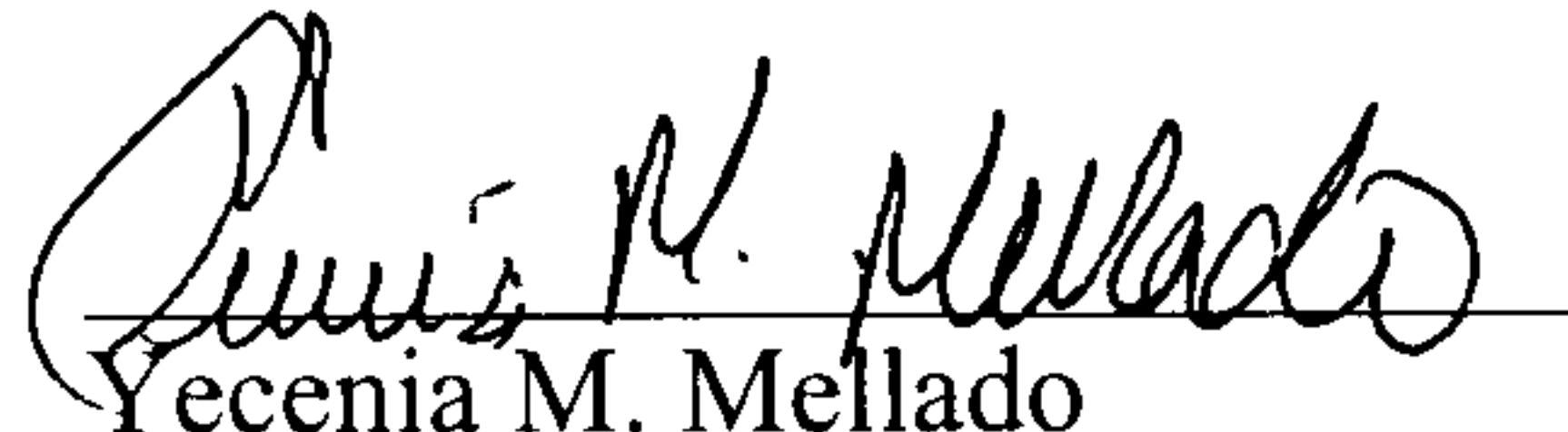
COUNTY OF CUYAHOGA)



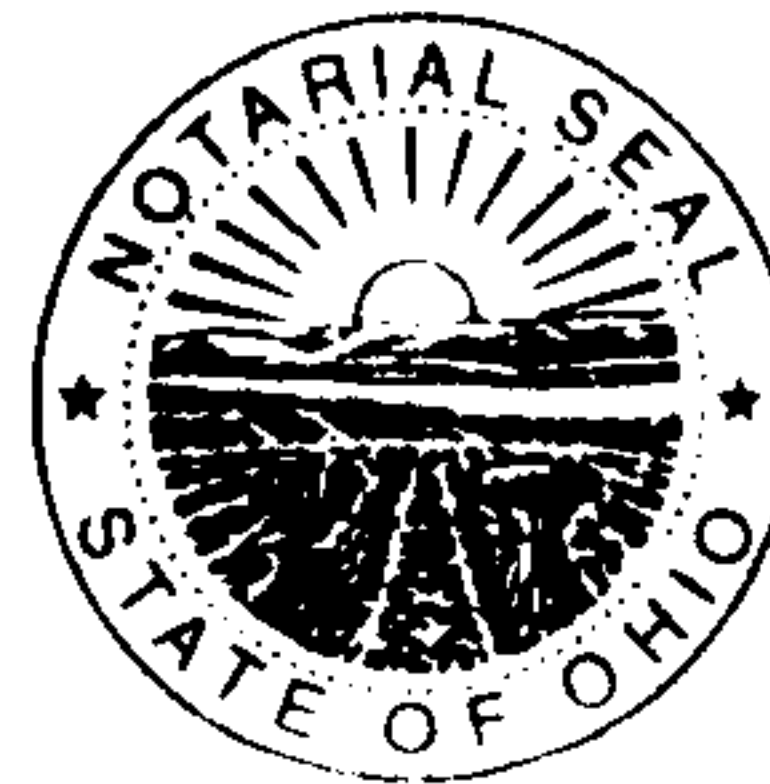
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BEFORE ME, the undersigned, a Notary Public, in and for said County and State on this November ____, 2012, personally appeared Jeanne Fairweather to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Assistant Secretary and acknowledged to me that he/she 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

Loan 7316265

Prepared by Yecenia Mellado
Return to: NYCB Mortgage Company, LLC
1801 E. 9TH ST. Suite 200
Cleveland, OH. 44114

Mortgage Electronic Registration Systems, MERS
P.O. Box 2026, Flint, MI 48501
888-679-6377

EXHIBIT A

Lot 74, according to the final plat of Greystone Farms, Milner's Crescent Sector, Phase 3, as recorded in Map Book 23, page 71, in the Probate Office of Shelby County, Alabama.

