


SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

3315376

SUBORDINATION AGREEMENT


20121128000454250 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
11/28/2012 11:45:48 AM FILED/CERT

SUBORDINATION AGREEMENT

This Agreement made this October 30, 2012 by Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for IMPACT MORTGAGE GROUP, INC., its successors and assigns, whose address is P.O. Box 2026, Flint MI 48501-2026 (hereinafter called "Mortgagee") and ACOPIA, LLC, its successors and assigns (hereinafter called "New Lender").

WHEREAS, Mortgagee is the holder of a Mortgage (hereinafter called "Mortgage") in the amount of **\$30,500.00** executed by **DWIGHT A. BARROWS, MARRIED MAN; KRISTA L. BARROWS, MARRIED WOMAN, HUSBAND AND WIFE**, dated **05/17/2007**, recorded **05/25/2007**, in **DOCUMENT #20070525000246410** in **SHELBY** County Records, State of **ALABAMA**, and covering the property described as follows:

Legal Description

SEE ATTACHED EXHIBIT "A"

PARCEL # 22-3-05-1-991-044.000

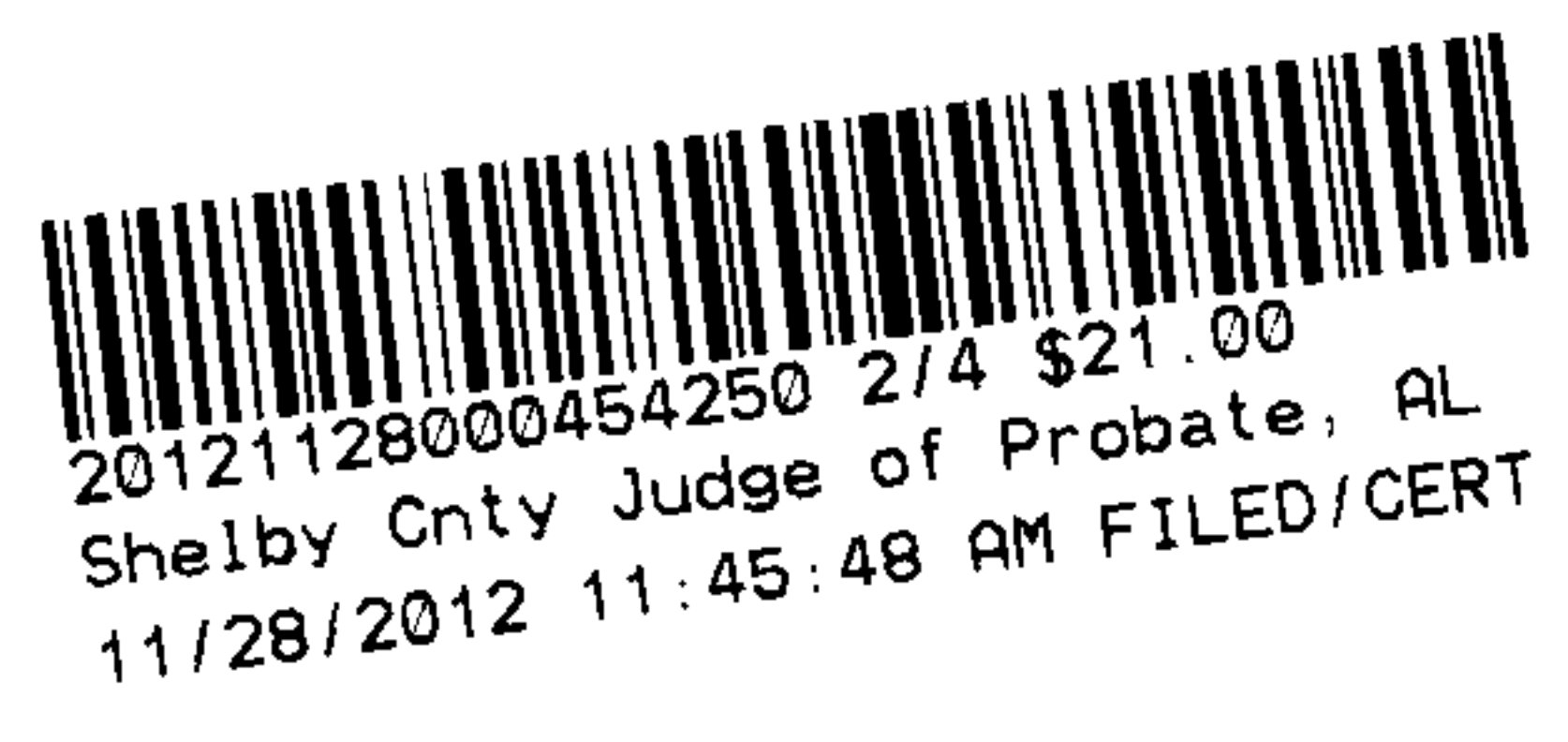
Commonly known as: **146 SHETLAND TRL, ALABASTER, ALABAMA 35007**

WHEREAS, **DWIGHT A. BARROWS AND KRISTA L. BARROWS** have applied to New Lender for a loan in an amount not to exceed **\$230,000.00**, 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.



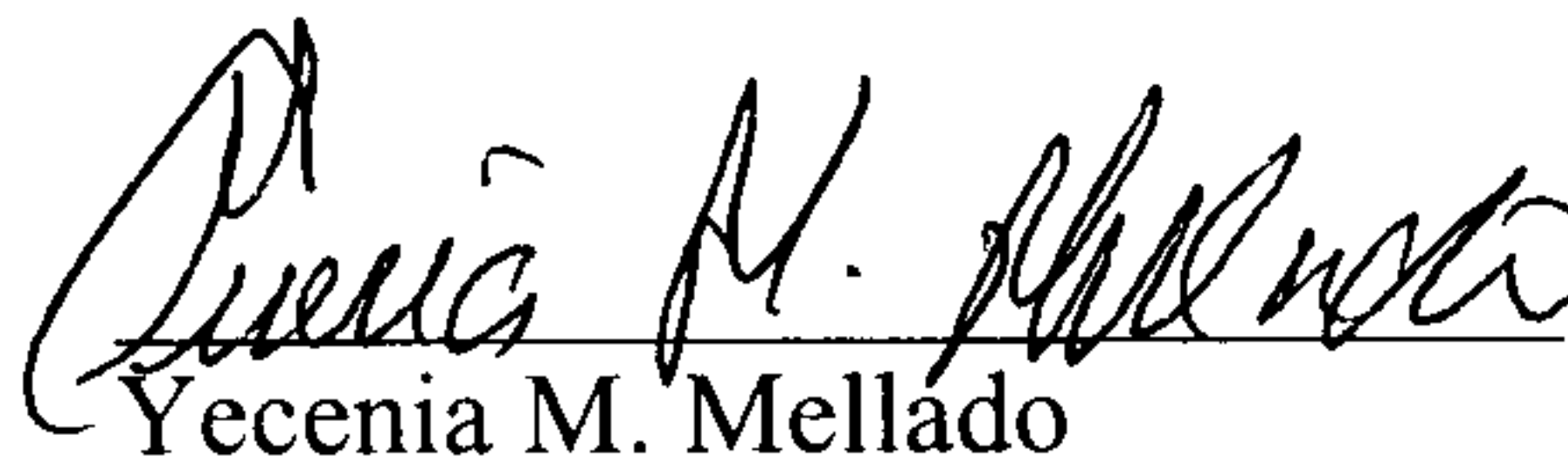
Mortgage Electronic Registration Systems, Inc.

By: 
Jeanne Fairweather
Its: Assistant Secretary

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State on this October 30, 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


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Loan # 3315376

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 13, according to the Map and Survey of Saddle Lake Farms, Second Addition, Phases 3, 4, 5, 6 and 7, as recorded in Map Book 29, Page 34, in the Probate Office of Shelby County, Alabama.



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