

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# 89116537

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**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, Bank of America, is the holder of a mortgage, hereinafter referred to as "Holder", in the amount of \$106,250.00 dated January 16, 2007 and recorded January 17, 2007, as Instrument No. 2007011700025410, Book n/a, Page n/a, hereinafter referred to as "Existing Mortgage", on the following described property,

Property Description:

**Lot 746, according to the Final Plat of Riverwoods Seventh Sector Phase 1, as recorded in Map Book 35, page 69, in the Probate Office of Shelby County, Alabama**

Property Address: 171 River Oaks Dr., Helena, Alabama 36080

WHEREAS, Maria Teresa Conesa and Carlos Gerardo Gutierrez, as owner(s) (the "Owners") of said property desire to refinance the first lien on said property;


\* subordinate to the mortgage dated November 26, 2012,  
and recorded in instrument # 201203000461040.

WHEREAS, it is necessary that the new lien to New Penn Financial, LLC its successors and/or assigns which secures a note in the amount not to exceed Two hundred ninety-eight thousand Dollars and 00/100 (\$298,000.00), 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, by Green  
Tree Servicing, LLC, its attorney-in-fact

  
Stephanie Rodgers, Assistant Vice President

Witness 1 Michael J Cox  
Witness 2 Maria Ramirez

  
20121203000461050 2/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
12/03/2012 02:05:22 PM FILED/CERT

State of Arizona}  
County of Maricopa} ss.

On the 16 day of November in the year 2012 before me, the undersigned, personally appeared  
Stephanie Rodgers

, 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

