


After Recording Return To:  
Alabama Housing Finance Authority  
ATTN: Amanda Turner  
P.O. Box 242967  
Montgomery, Al 36124  
Loan #25052362  
MERS #100266722500523622

  
20130304000088950 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
03/04/2013 12:39:35 PM FILED/CERT

**Subordination Agreement**  
(Modified Mortgage)

Date: January 28, 2013

Legal Description: Lot 17, according to the Final Plat of Holland Lakes, Sector Two, Phase One, as recorded in Map Book 36, Page 8, in the Office of the Judge of Probate of Shelby County, Alabama.

Property Address: 432 Holland Lakes Drive N Pelham, ALABAMA 35124

**Subordinating Lender:**

Junior Mortgage-MERS as nominee for Superior Bank.

Date: December 23, 2009

Borrower: Latoya N Stewart, a single woman

Recording information: Instrument Number 20100122000022320, January 22, 2010

Original principal amount: \$4,050.00

**Senior Lender:**

Original Mortgage-MERS as nominee for Superior Bank

Date: December 23, 2009

Borrower: Latoya N. Stewart, a single woman

Note secured by Original Mortgage:

Dated: December 23, 2009

Original principal amount: \$ 132,554.00

Recording information: Instrument Number 20100122000022310, January 22, 2010

**Modified Mortgage**

Date of Modification: January 28, 2013

Borrower: Latoya N Stewart, a single woman

Dated: January 28, 2013

Modified principal amount: \$140,854.73

Subordinating Lender is the owner and holder of the Junior Mortgage and obligations secured by the Junior Mortgage; the Junior Mortgage is a lien on the title to the Property or an interest in that title. For value received and to induce the Senior Lender to modify the Original Mortgage, Subordinating Lender unconditionally subordinates its lien on, and all other rights and interests in, the title to the Property resulting from the Junior Mortgage to the lien on, and all other rights and interests in, the title to the Property resulting from the Modified Mortgage. Subordinating Lender agrees that its lien on, and all other rights and interests in, the title to the Property resulting from the Junior Mortgage will remain subordinate to the lien on, and all other rights and interests in, the title to the Property resulting from the Modified Mortgage regardless of any renewal, extension or further modification of the Modified Mortgage.

This Subordination Agreement shall be binding upon the successors and assigns of the Subordinating Lender.

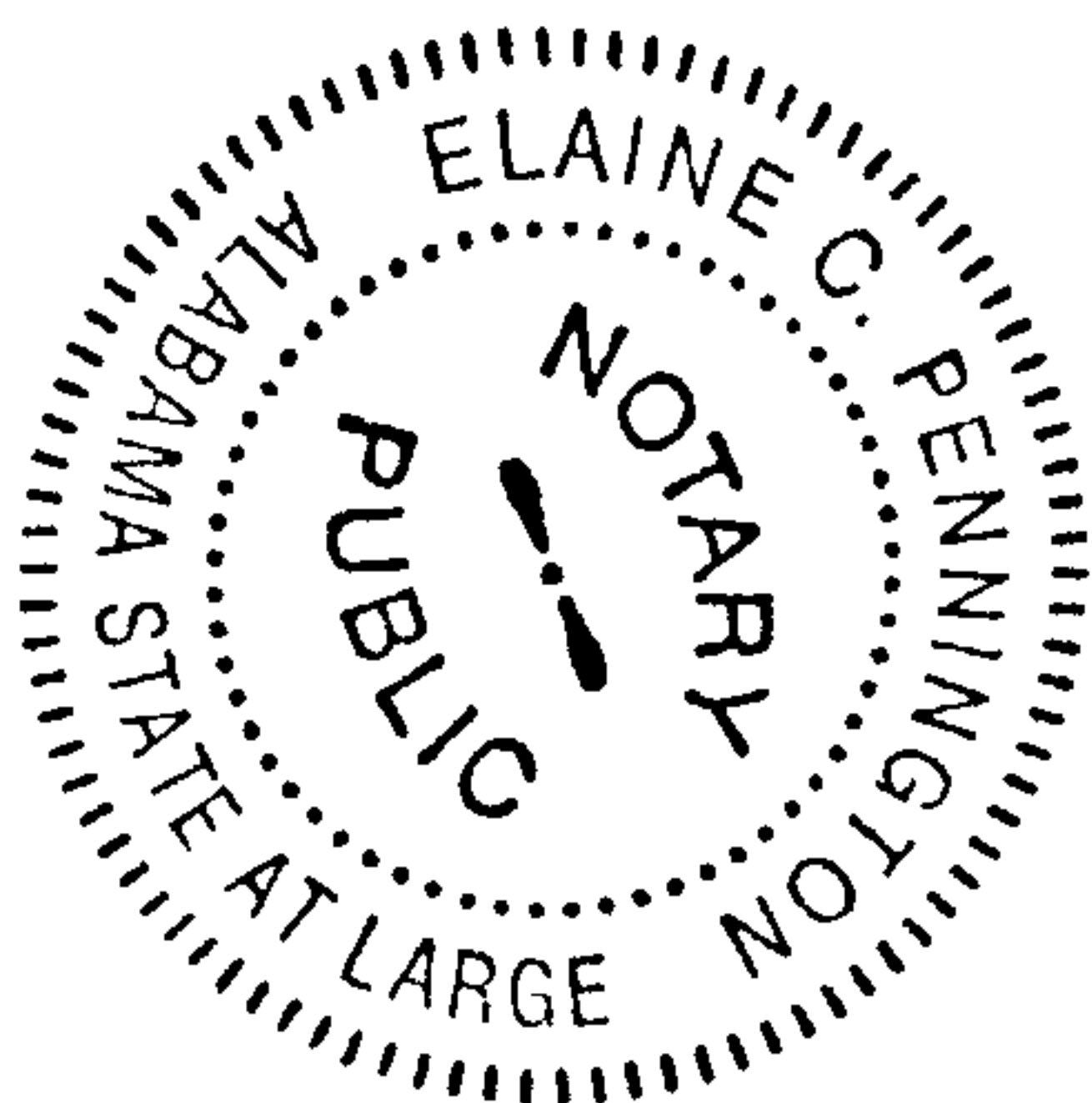
By: Gregory E. Beavers  
Gregory E. Beavers  
Assistant Secretary

STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, the undersigned authority, a Notary Public in and for said county in said state, do hereby certify that, Gregory E. Beavers whose name as Assistant Secretary of the MORTGAGE ELECTRONIC REGISTRATION SYSTEM, INC. ("MERS"), a corporation, is signed to the foregoing Subordination Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Subordination Agreement, she, as such Servicing Manager and with full authority to act on behalf of said corporation, executed the same voluntarily for and as the act of the corporation on the day the same bears date.

Given under my hand the 28th day of January, 2013.



Elaine C. Pennington

Notary Public

My Commission Expires: \_\_\_\_\_

**My commission expires 3/16/2015.**

