


This instrument was prepared by:
Green Tree Servicing LLC


20130502000179600 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
05/02/2013 02:02:04 PM FILED/CERT

When Recorded return to:
Green Tree Servicing LLC
Mortgage Amendments Department
7360 South Kyrene Road T316
Tempe, AZ 85283

SUBORDINATION OF MORTGAGE

Acct# 68006653

MERS Phone 1-888-679-6377
MIN# 100022600308000131

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, Mortgage Electronic Registration Systems, Inc. ("MERS"), which is acting solely as nominee for the Lender, Mortgage Electronic Registration Systems, Inc. (MERS), and whose address is P.O. Box 2026, Flint, MI 48501-2026, and holder of a mortgage in the amount of \$31,380.00 dated June 23, 2005 and recorded July 7, 2005, as Instrument No. 20050707000339490, Book NA, Page NA, hereinafter referred to as "Existing Mortgage", on the following described property,

Property Description:

LOT 317, ACCORDING TO THE SURVEY OF SAVANNAH POINTE, SECTOR IV, PHASE I, AS RECORDED IN MAP BOOK 26, PAGE 49, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Property Address: 145 savannah Lane, Calera, Alabama 35040

WHEREAS, Green Tree Servicing LLC is the investor, hereinafter referred to as "Investor," for the note that is secured by the Existing Mortgage;

WHEREAS, William L Weatherford and Mylesa Weatherford, husband and wife, as owner(s) (the "Owners") of said property desire to refinance the first lien on said property;

WHEREAS, it is necessary that the new lien to JP Morgan Chase Bank, N.A., its successors and/or assigns, which secures a note in the amount not to exceed One Hundred Ten Thousand Five Hundred Four Dollars and 00/100 (\$110,504.00), hereinafter referred to as "New Mortgage", be a first lien on the premises in question,

WHEREAS, MERS and the Investor are 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, MERS and the Investor hereby subordinate 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.

Mortgage Electronic Registration Systems, Inc.


Tricia Reynolds, Assistant Secretary

Witness 1


Raymond Love

Witness 2

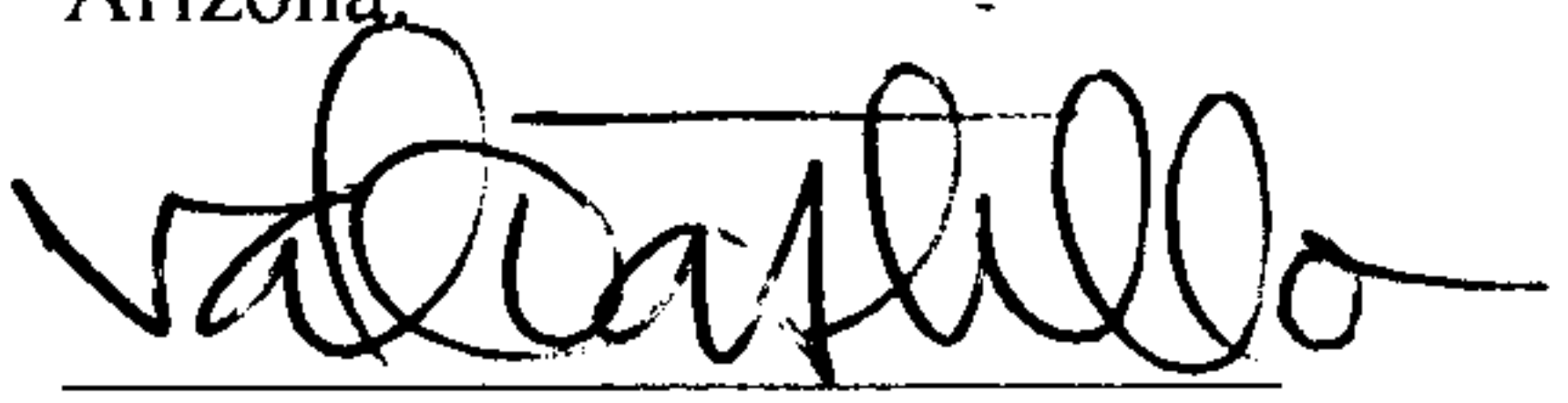

Sam Yoeun

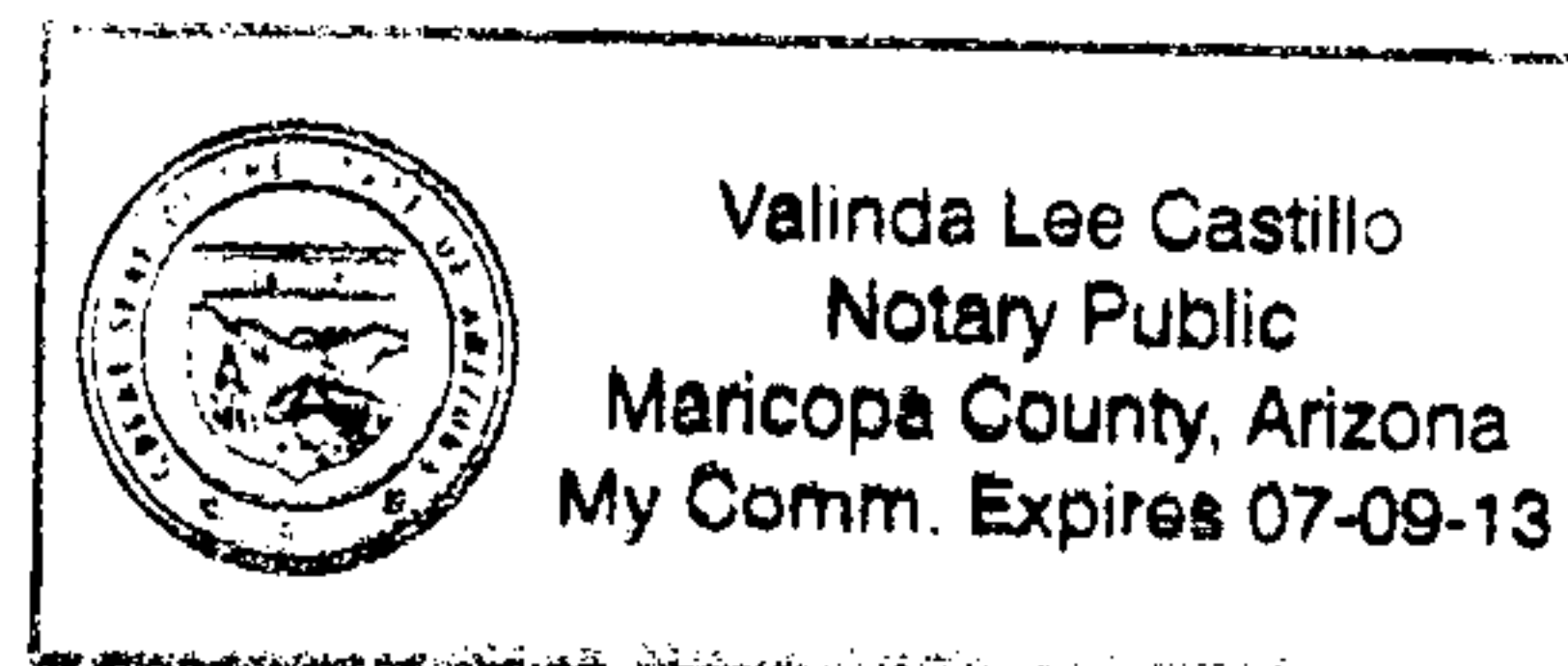
State of Arizona}
County of Maricopa} ss.

On the 19 day of March in the year 2013 before me, the undersigned, personally appeared

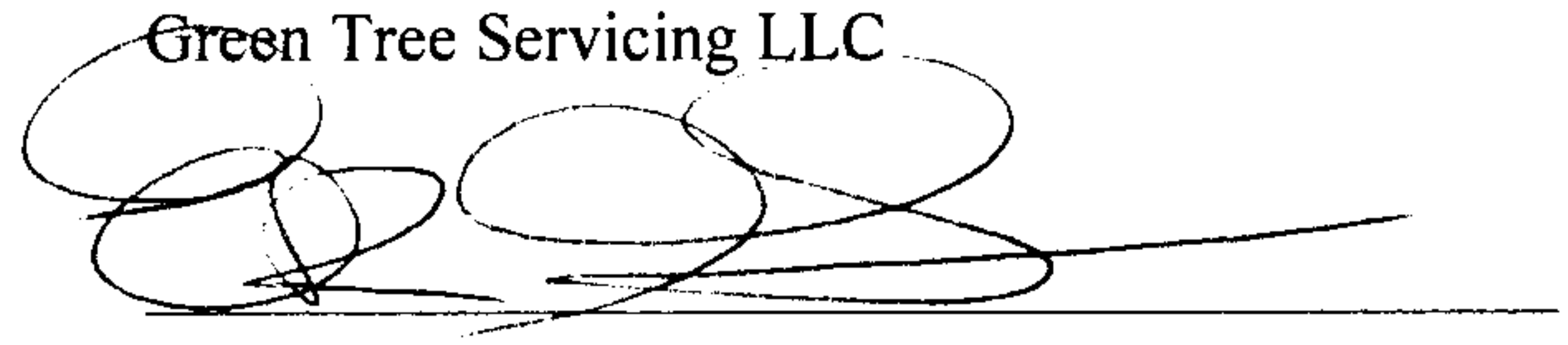
Tricia Reynolds

, 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



Green Tree Servicing LLC



Erica Guillen, Assistant Vice President

Witness 1


Raymond Love

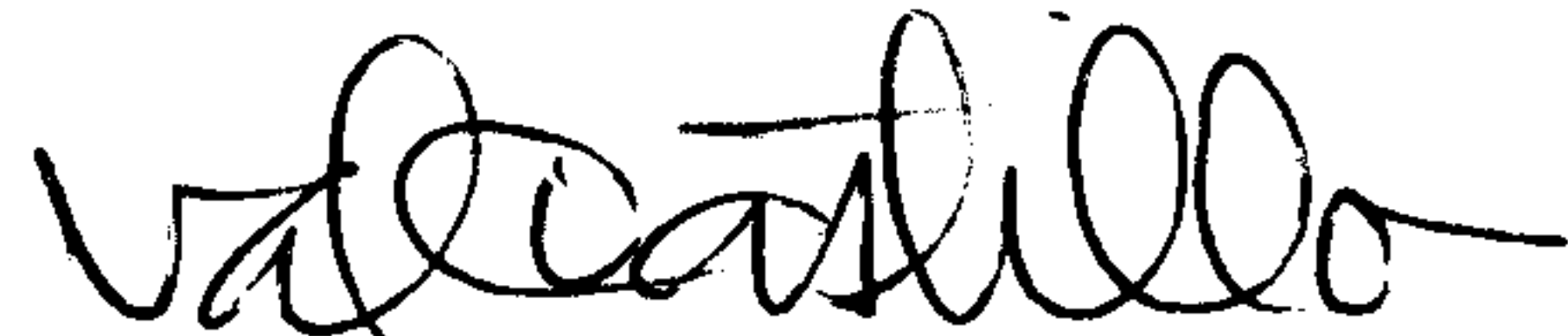
Witness 2


Sam Yoeun

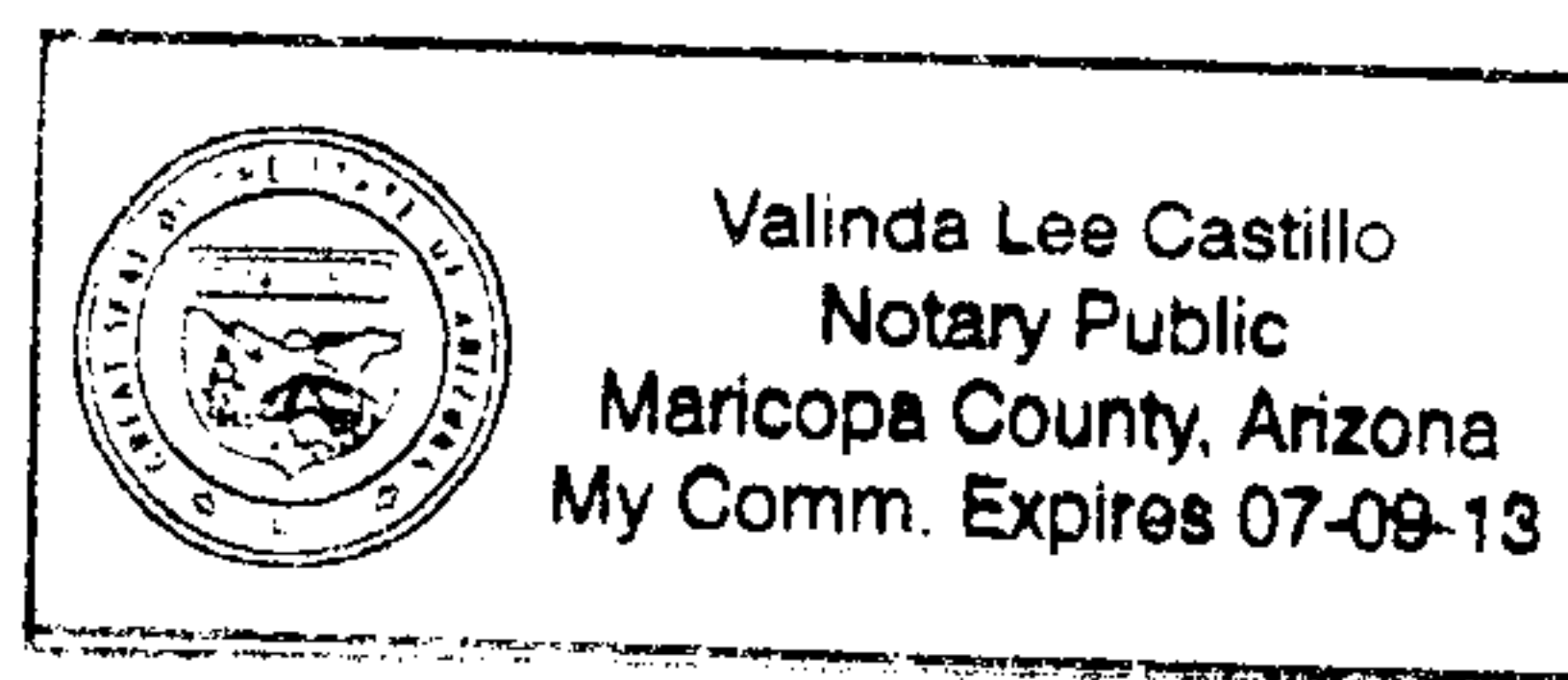
State of Arizona}
County of Maricopa} ss.

On the 19 day of March in the year 2013 before me, the undersigned, personally appeared

Erica Guillen, 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



LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF **SHELBY**, STATE OF **ALABAMA** AND IS DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN THE CITY OF CALERA, SHELBY COUNTY, STATE OF ALABAMA, AS MORE FULLY DESCRIBED IN DEED INST # 20050707000339470, ID# 22-9-31-2-002-036.000, BEING KNOWN AND DESIGNATED AS FOLLOWS:

LOT 317 ACCORDING TO THE SURVEY OF SAVANNAH POINTE SECTOR IV PHASE I AS RECORDED IN MAP BOOK 26 PAGE 49 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.

THE IMPROVEMENTS THEREON BEING KNOWN AS 145 SAVANNAH LANE, CALERA, AL.

BY FEE SIMPLE DEED FROM ROBERT E STRICKLAND AND MELISSA C STRICKLAND, HUSBAND AND WIFE AS SET FORTH IN INST # 20050707000 PAGE 339470 DATED 06/23/2005 AND RECORDED 07/07/2005, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

