


When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117
78732501

Prepared by: MARK DONOHUE
RECORD AND RETURN TO:
MERS, Inc. as nominee for
PHH Mortgage Corp
1 Mortgage Way
Mt. Laurel, NJ 08054
Attn: Doc Control


20130604000228180 1/3 \$21.00
Shelby Cnty Judge of Probate, AL
06/04/2013 02:19:54 PM FILED/CERT

Loan No.: 0031178411

MIN 100020000311784114

5 7711088-2000025

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is made as of the 19th day of April, 2013, by MERS, Inc. as nominee for PHH Mortgage Corp (fka Cendant Mortgage Corp), 1 Mortgage Way, Mount Laurel, NJ 08054 ("Subordinating Party"), in favor of JP Morgan Chase Bank, N.A. ("Outside Lender").

WITNESSETH: That,

WHEREAS, Subordinating Party is the owner and holder of that certain Mortgage dated August 31st, 2005, in the amount of \$ 32,900.00 executed by Michael D. Ball and Rhonda B. Ball, husband and wife ("Borrower," which term includes all parties executing such instrument) in favor of MERS, Inc. as nominee for PHH Mortgage Corp (fka Cendant Mortgage Corp), recorded in, Instrument#20050912000470430 of the public records of Shelby County, State of Alabama recorded on 09/12/2005 (the "Subordinate Security Instrument"), which encumbers the following described real property; and

SEE ATTACHED "SCHEDULE A"

Hereinafter the "Property."

WHEREAS, Borrower is the owner of the Property and Outside Lender is extending a new loan to Borrower in the amount not to exceed \$232,806.00 (the "New Loan") which is also secured by a Mortgage that encumbers the Property, which security instrument is being recorded in said public records contemporaneously with the recording of this Agreement (the "Outside Lender Security Instrument"); and

WHEREAS, Outside Lender, as an express condition of its extending the New Loan to Borrower, requires that the Outside Lender Security Instrument be a valid first lien encumbrance against the Property superior in all ways to the Subordinate Security Instrument and that Subordinating Party unconditionally subordinate the lien of the Subordinate Security Instrument to the lien of the Outside Lender Security Instrument in the manner hereinafter described;

NOW THEREFORE, in consideration of the premises which are hereby incorporated into this Agreement, the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce Outside Lender to make the New Loan to Borrower, Subordinating Party hereby unconditionally acknowledges and agrees with Outside Lender that:

*"MERS" is a Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of 1901 E Voorhees Street, Suite C, Danville, IL 61834, P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.

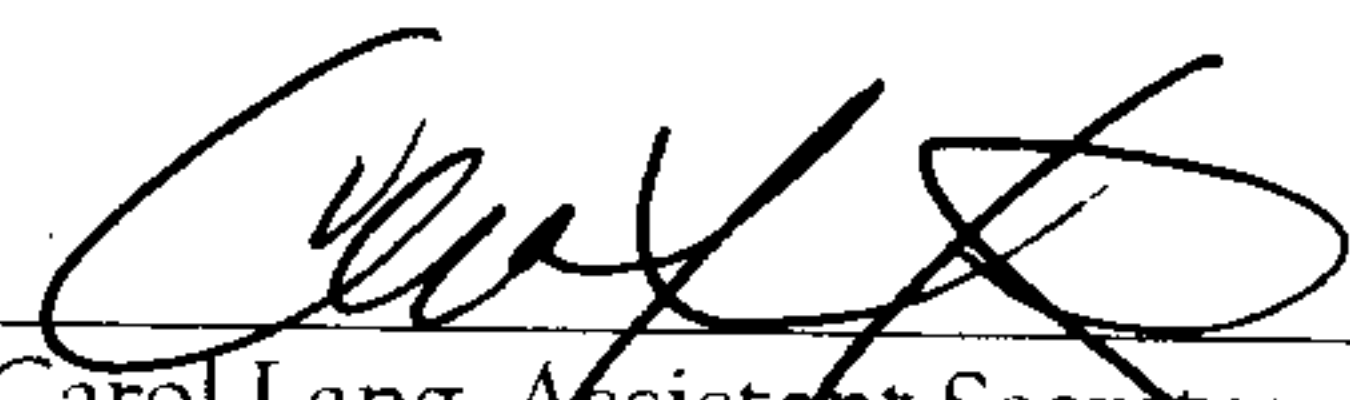
1. Subordinating Party hereby subordinates the lien of the Subordinate Security Instrument to the lien of the Outside Lender Security Instrument and declares that the Outside Lender Security Instrument, and any renewals, extensions, or modifications thereof, or substitutions therefore is and shall remain a first lien on the Property, prior and superior to the lien of the Subordinate Security Instrument, and shall be entitled to the same rights and privileges, both in law and equity, as it would have had if the Outside Lender Security Instrument had been executed, delivered, and recorded prior to the execution, delivery, and recordation of the Subordinate Security Instrument.

2. Any future advance of funds or additional debt that may be secured by the Subordinate Security Instrument shall be subject to the provisions of this Agreement. The Outside Lender Security Instrument, and any renewals, extensions, or modifications thereof or substitutions therefore, are and shall remain a first lien on the Property, prior and superior to any lien for future advances of funds or additional debt secured by the Subordinate Security Instrument.

3. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or terminated, except by a writing signed by Outside Lender and Subordinating Party. This Agreement shall be binding upon Subordinating Party and the heirs, legal representatives, successors, and assigns of Subordinating Party and shall inure to the benefit of, and shall be enforceable by, Outside Lender and its successors and assigns. Subordinating Party waives notice of Outside Lender's acceptance of this Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be Executed as of the day and year first above written.

MERS Inc., as nominee for, PHH Mortgage Corp (fka Cendant Mortgage Corp)


Carol Lang, Assistant Secretary



Corporate Seal

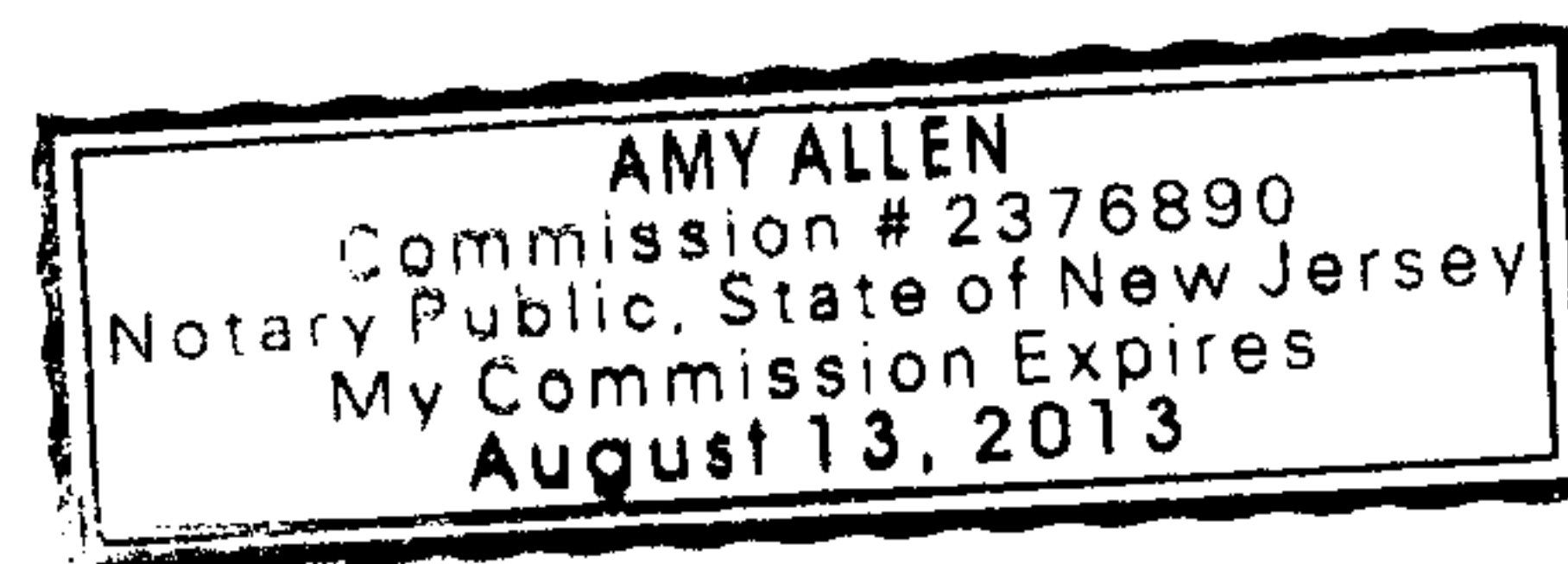
Signed, sealed, and delivered
in the presence of:


Name: Ashton Fleming

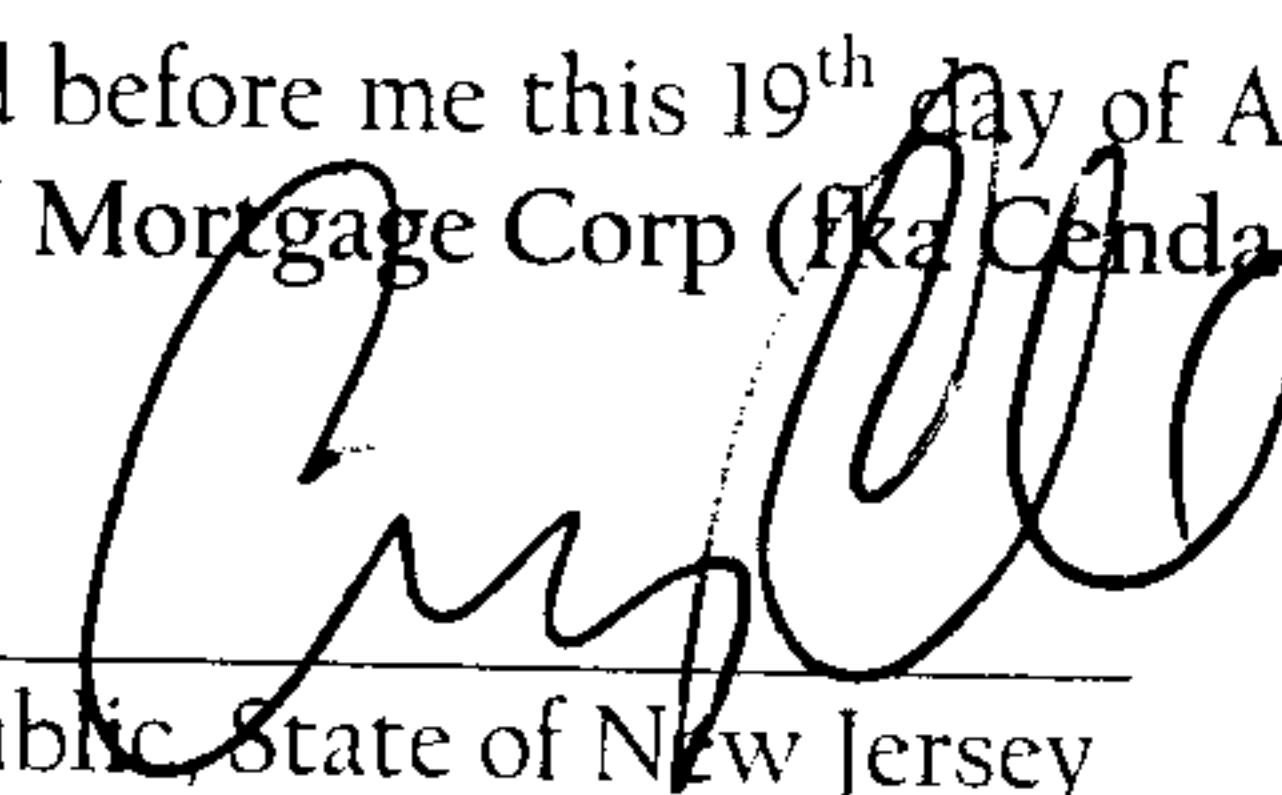

Name: Adam Paul

STATE OF NEW JERSEY)

COUNTY OF BURLINGTON)



The foregoing instrument was acknowledged before me this 19th day of April, 2013, by Carol Lang who is Assistant Secretary of MERS, Inc. as nominee for PHH Mortgage Corp (fka Cendant Mortgage Corp), on behalf of the corporation.


Notary Public, State of New Jersey

Loan#: 0031178411

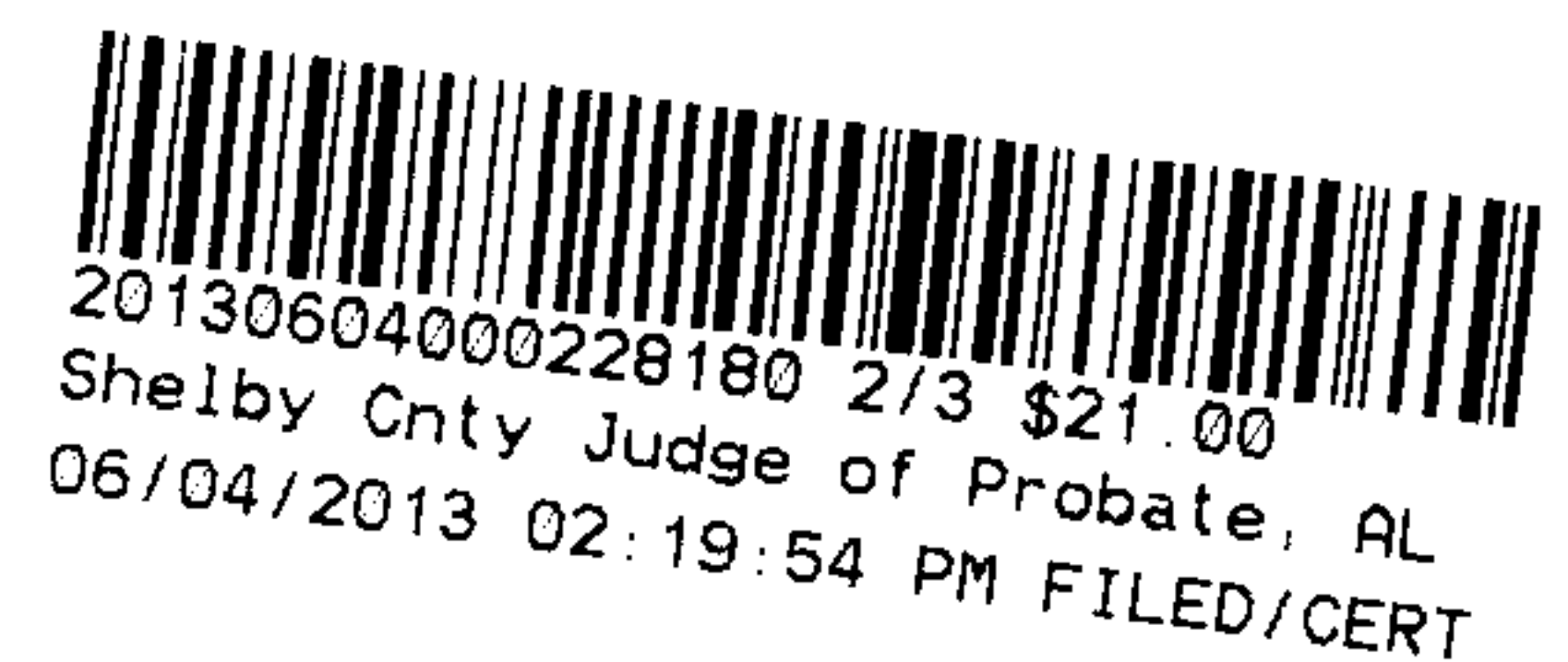


EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 09-5-21-0-000-001.206

Land Situated in the County of Shelby in the State of AL

LOT 441, ACCORDING TO THE SURVEY OF FOREST PARKS, 4TH SECTOR, 3RD PHASE, AS RECORDED IN MAP BOOK 24, PAGE 98, IN THE PROBATE OFFICE OR SHELBY COUNTY, ALABAMA.

Commonly known as: 269 LINWOOD RD , STERRETT, AL 35147



+U03917913+

1371 5/30/2013 78732501/2

20130604000228180 3/3 \$21.00
Shelby Cnty Judge of Probate, AL
06/04/2013 02:19:54 PM FILED/CERT