

SUBORDINATION AGREEMENT

This Agreement made this April 23, 2013 by Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for FREELAND AND ROGERS LLC., its successors and assigns, whose address is P.O. Box 2026, Flint MI 48501-2026 (hereinafter called "Mortgagee") and NEW FIDELITY BANK DBA FIDELITY BANK MORTGAGE (hereinafter called "New Lender").

WHEREAS, Mortgagee is the holder of a Mortgage (hereinafter called "Mortgage") in the amount of **\$30,000.00** executed by **JASON M. OLIVER, AN UNMARRIED MAN AND KARA M. BOWMAN, AN UNMARRIED WOMAN** dated **03/07/2007**, recorded **03/13/2007**, in **INSTRUMENT #20070313000113480** in **SHELBY** County Records, State of **ALABAMA**, and covering the property described as follows:

Legal Description

Lot 132, according to the Survey of Cottages at Chesser, Phase II, as recorded in Map Book 37, page 92 in the Probate Office of Shelby County, Alabama.

Commonly known as: 184 CHESSER LOOP ROAD, CHELSEA, ALABAMA 35043

WHEREAS, **JASON M. OLIVER** has applied to New Lender for a loan in an amount not to exceed **\$149,000.00**, 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.



20130607000234180 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
06/07/2013 12:41:36 PM FILED/CERT

Mortgage Electronic Registration Systems, Inc.

By: 


Lori MacDonald

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 April 23, 2013, personally appeared Lori MacDonald 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.

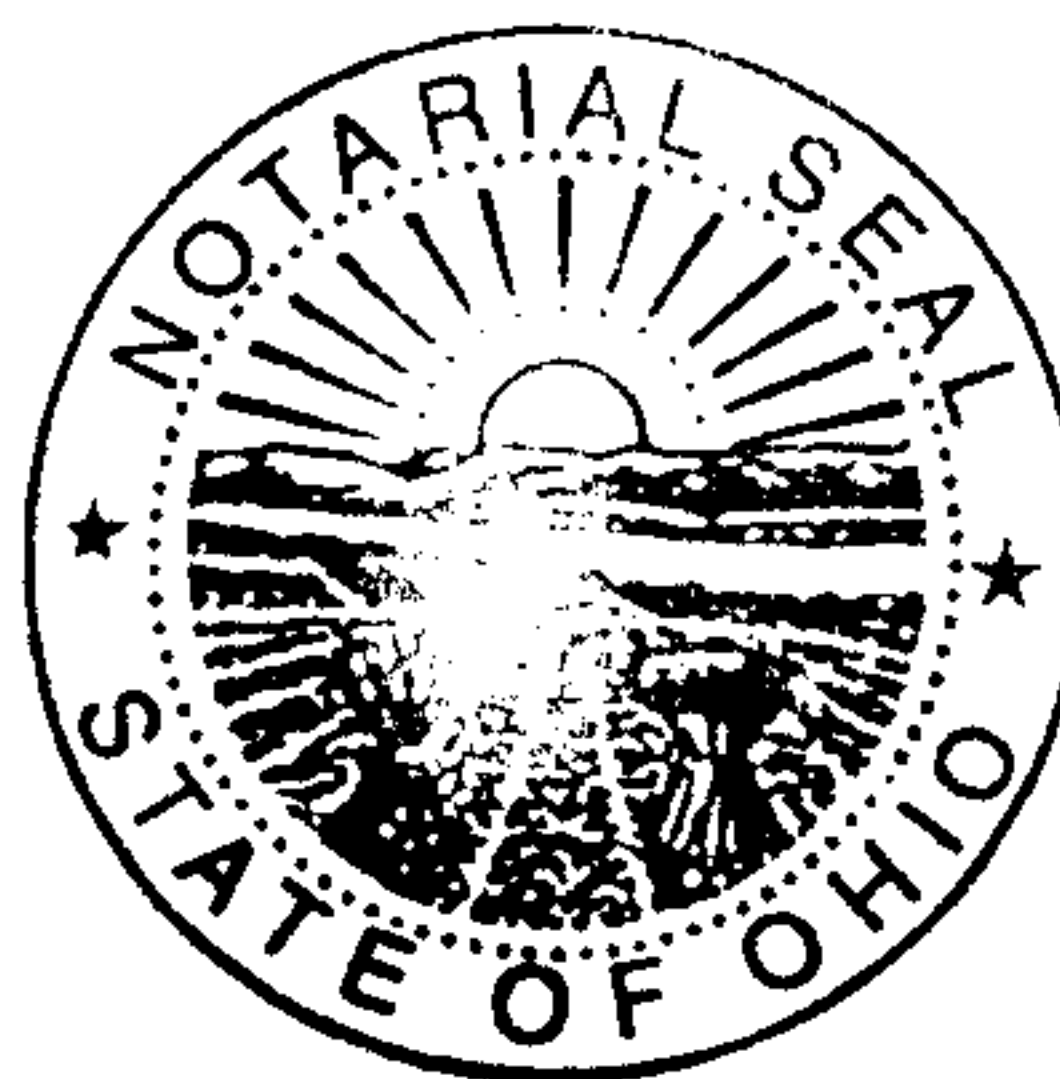
Given under my hand and seal of office the day and year last above written.


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



20130607000234180 2/2 \$15.00
Shelby Cnty Judge of Probate, AL
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Loan 2435258

Prepared by Yecenia Mellado
Return to: NYCB Mortgage Company, LLC
1801 E. 9TH ST. Suite 200
Cleveland, OH. 44114

Mortgage Electronic Registration Systems, MERS
P.O. Box 2026, Flint, MI 48501
888-679-6377