

7-99236-13

Return To:

First Title & Escrow

7361 Calhoun Pl. STE 200

Rockville, MD 20855

30F3



20130621000254370 1/3 \$18.00

Shelby Cnty Judge of Probate, AL

06/21/2013 10:20:58 AM FILED/CERT

8656353758

WHEN RECORDED MAIL TO:

Ocwen Loan Servicing, LLC

3451 Hammond Ave.

Waterloo IA 50702

Prepared by: Samantha Grandston

MIN Number: 100037506563537589

MERS Phone Number: 1-888-679-6377

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made March 12, 2013, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as **Mortgage Electronic Registration Systems, Inc., ('MERS')**

WITNESSETH:

THAT WHEREAS Kevin R. Clark and Leigh K. Sanford, residing at **231 BRYNLEIGH CIRCLE, CHELSEA, AL 35043**, did execute a Mortgage dated **November 9, 2006** to **Mortgage Electronic Registration Systems, Inc., ('MERS')**, covering:

SEE ATTACHED

To Secure a Note in the sum of **\$61,500.00** dated **November 9, 2006** in favor of **Mortgage Electronic Registration Systems, Inc., ('MERS')**, which Mortgage was recorded **November 29, 2006** as **Document No 20061129000577060**, County of **SHELBY**.

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of (Not to exceed) **\$225,280.00** dated May 17, 2013 in favor of **Flagstar Bank**, here in after referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that Lender's mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before described, prior and superior to the lien or charge of **Mortgage Electronic Registration Systems, Inc., ('MERS')** mortgage first above mentioned.

Source of title: By warranty deed, in document #: 20060919000463380

TV

1-3

8656353758 Kevin R. Clark

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

(1) That said mortgage securing said note in favor of Lender, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of **Mortgage Electronic Registration Systems, Inc., ('MERS')** mortgage first above mentioned, including any and all advances made or to be made under the note secured by **Mortgage Electronic Registration Systems, Inc., ('MERS')** mortgage first above mentioned.

(2) Nothing herein contained shall affect the validity or enforceability of **Mortgage Electronic Registration Systems, Inc., ('MERS')** mortgage and lien except for the subordination as aforesaid.

WITNESSED BY:

Mortgage Electronic Registration Systems, Inc., ('MERS')

By: Jodi Verly

By: Diane Kohrs

By: Jodi Verly

By: Diane Kohrs

By: Jenny Brouwer

Title: Assistant Secretary

Attest: Amber Swanger

Title: Assistant Secretary



STATE OF IOWA
ss:

COUNTY OF BLACK HAWK

On March 12, 2013, before me Jodi Verly, a notary public in and for the said county, personally appeared Jenny Brouwer known to me to be an Assistant Secretary of Mortgage Electronic Registration Systems, Inc., ('MERS') and Amber Swanger known to me to be an Assistant Secretary of Mortgage Electronic Registration Systems, Inc., ('MERS'), Solely Defined As Nominee For The Lender, Ocwen Loan Servicing, LLC, the Limited Liability Company that executed the within instrumental also known to me (or proved to me on the basis of satisfactory evidence to be the person who executed the with instrument, behalf of the Limited Liability Company herein named and acknowledged to me that such Limited Liability Company executed the same.

WITNESS my hand and notarial seal.



Jodi Verly
Notary Public

Jodi Verly

8656353758 Kevin R. Clark

LEGAL DESCRIPTION T-99236-13

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA TO WIT:

LOT 208, ACCORDING TO THE SURVEY OF BRYNLEIGH ESTATES 2ND SECTOR, AS RECORDED IN MAP BOOK 21, PAGE 65, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL ID: 09-9-32-0-003-008.000

Being the same property as transferred by Warranty Deed on 08/31/2006 and recorded 09/19/2006 from DEMEIS-HOMESOUTH CUSTOM HOMES, LLC to KEVIN R. CLARK and LEIGH K. SANFORD, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, , recorded in Document Number 20060919000463380