


• ~~WHEN RECORDED, RETURN TO:~~

Nationstar Mortgage LLC  
2617 College Park, Subordinations  
Scottsbluff, NE 69361

This document was prepared by:

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2617 College Park  
Scottsbluff, NE 69361  
**0612335638 SCALES**  
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## SUBORDINATION AGREEMENT

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

This Subordination Agreement is made and entered into as of the 7<sup>th</sup> day of **August 2013** by and between Mortgage Electronic Registration Systems, Inc., as nominee for First Federal Bank whose address is P.O. Box 2026, Flint, MI 48501-2026 (hereinafter "Subordinating Lienholder") **Jared A. Scales, an unmarried man** whose address is 1076 Kerry Drive, Calera, AL 35040 (hereinafter referred to as "Borrower", whether one or more), in favor of **Bank of America, N.A., ISAOA** (hereinafter "Lender").

### WITNESSETH

THAT WHEREAS, Borrower did execute a mortgage, deed of trust or other security instrument (the "Prior Security Instrument") in the amount of **\$23,685.00** dated **August 11, 2006**, in favor of Subordinating Lienholder, covering the following described parcel of real property:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. SUBJECT TO COVENENTS OF RECORD.**

which Prior Security Instrument was recorded as **Instrument No. 20060822000408690** in the official lien records of **Shelby County, State of Alabama**; and

WHEREAS, Borrower has executed or is about to execute an additional mortgage, deed of trust or security instrument (the "Current Security Instrument") securing a note not to exceed the sum of **\$125,150.00**, dated \_\_\_\_\_, **2013**, in favor of Lender payable with interest and upon the terms and conditions described therein, which Current Security Instrument is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that the lien of such loan shall unconditionally be and remain at all times a lien or charge upon the land hereinabove described, prior and superior to the lien or charge of the loan first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Current Security Instrument securing the same constitute a lien or charge upon the above described property prior and superior to the lien or charge



of the Prior Security Instrument and provided that Subordinating Lienholder will specifically and unconditionally subordinate the lien or charge of the Prior Security Instrument to the lien or charge of the Current Security Instrument in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Borrower; and Subordinating Lienholder has agreed that the Current Security Instrument securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Prior Security Instrument.

NOW, THEREFORE, in consideration of the premises, and the mutual benefits accruing to the parties hereto, and for 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) Subordinating Lienholder does hereby unconditionally subordinate the lien of the Prior Security Instrument to the lien of the Current Security Instrument in favor of Lender, and all advances or charges made or accruing thereunder, including any extensions or renewals thereof.
- (2) Subordinating Lienholder acknowledges that prior to the execution hereof, Subordinating Lienholder has had the opportunity to examine the terms of Lender's Current Security Instrument, note and agreements relating thereto, consent to and approves same, and recognizes that Lender has no obligation to Subordinating Lienholder to advance any funds under its Current Security Instrument or see to the application of Lender's funds, and any application or use of such funds for purposes other than those provided for in such Current Security Instrument, note or agreements shall not defeat the subordination herein made in whole or in part.
- (3) Lender would not make its loan above described without this agreement.
- (4) This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the Prior Security Instrument to the lien or charge of the Current Security Instrument in favor of Lender above referred to, and shall supersede and preempt any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Prior Security Instrument, which provide for the subordination of the lien or charge thereof to any other security interest, mortgage or mortgages thereafter created.
- (5) Subordinating Lienholder is the current holder or beneficiary of the Prior Security Instrument and has full power and authority to enter into this agreement.
- (6) The undersigned signing on behalf of Subordinating Lienholder has full power and authority to execute this agreement.
- (7) The heirs, administrators, assigns, and successors in interest of the Subordinating Lienholder shall be bound by this agreement.

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION, WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

**IT IS RECOMMENDED THAT PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.**

SUBORDINATE LIEN HOLDER  
MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., AS NOMINEE FOR FIRST FEDERAL BANK

By: Trish Aberle

Trish Aberle

Assistant Secretary

Jared A. Scales

Dean Bealer

Witness

DEAN BEALER

Danielle Messersmith

Witness

Danielle Messersmith

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF NEBRASKA

)

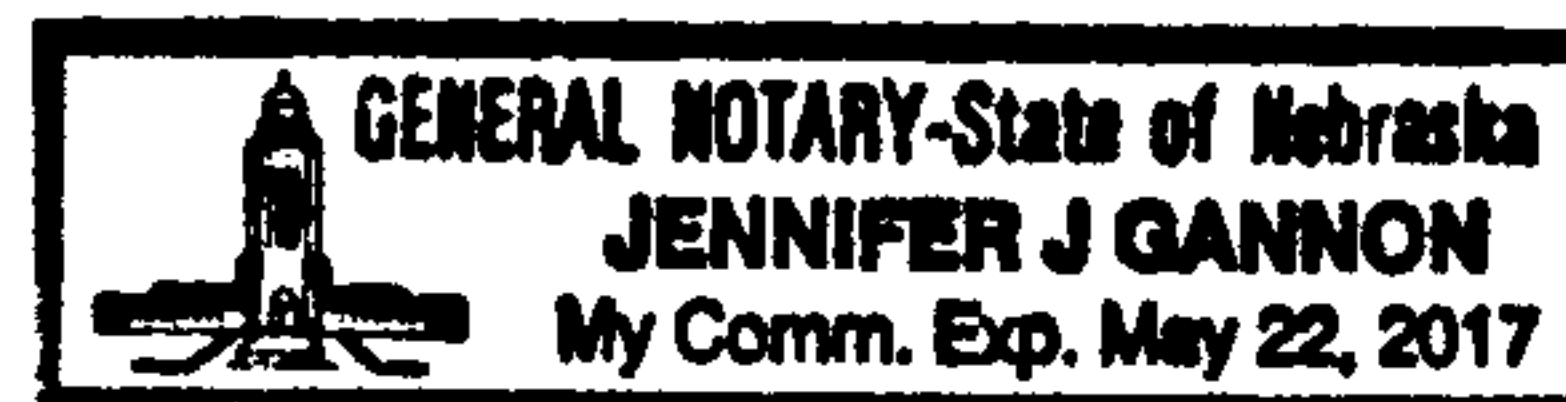
) SS.

COUNTY OF SCOTTS BLUFF

)

On the 7th day of August 2013, personally appeared before me Trish Aberle; Assistant Secretary for Mortgage Electronic Registration Systems, Inc., as nominee for First Federal Bank, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal



Jennifer J. Gannon  
Jennifer J. Gannon, Notary Public

My appointment expires: May 22, 2017

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SUBORDINATE LIEN HOLDER  
MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., AS NOMINEE FOR FIRST FEDERAL BANK

By: Trish Aberle

Trish Aberle

Assistant Secretary

Jared A. Scales  
Jared A. Scales

Dean Becker  
Witness Dean Becker

Danielle Messersmith  
Witness Danielle Messersmith

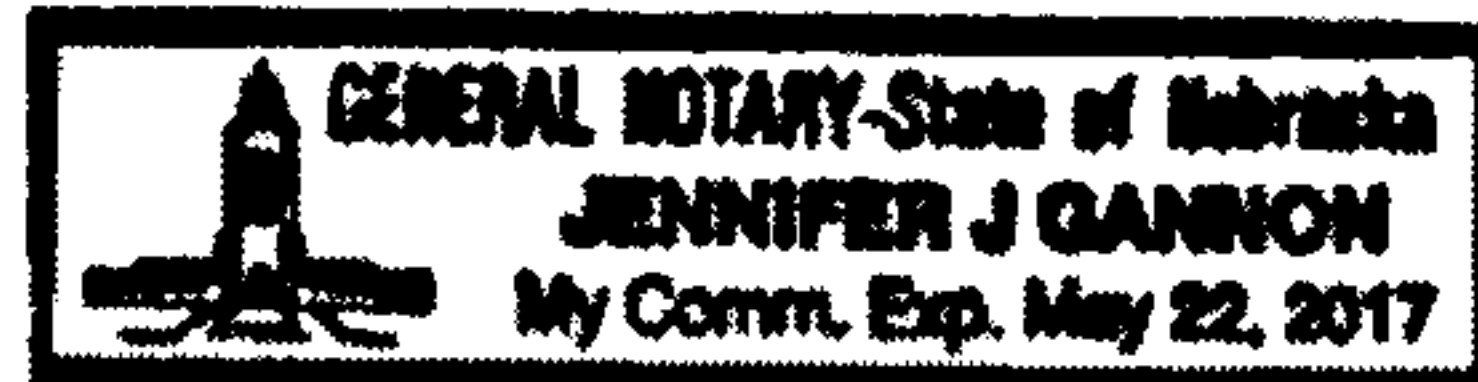
(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF SCOTTS BLUFF )

On the 7<sup>th</sup> day of August 2013, personally appeared before me Trish Aberle; Assistant Secretary for Mortgage Electronic Registration Systems, Inc., as nominee for First Federal Bank, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

Jennifer J. Gannon  
Jennifer J. Gannon, Notary Public



My appointment expires: May 22, 2017



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State of Alabama

County of Shelby

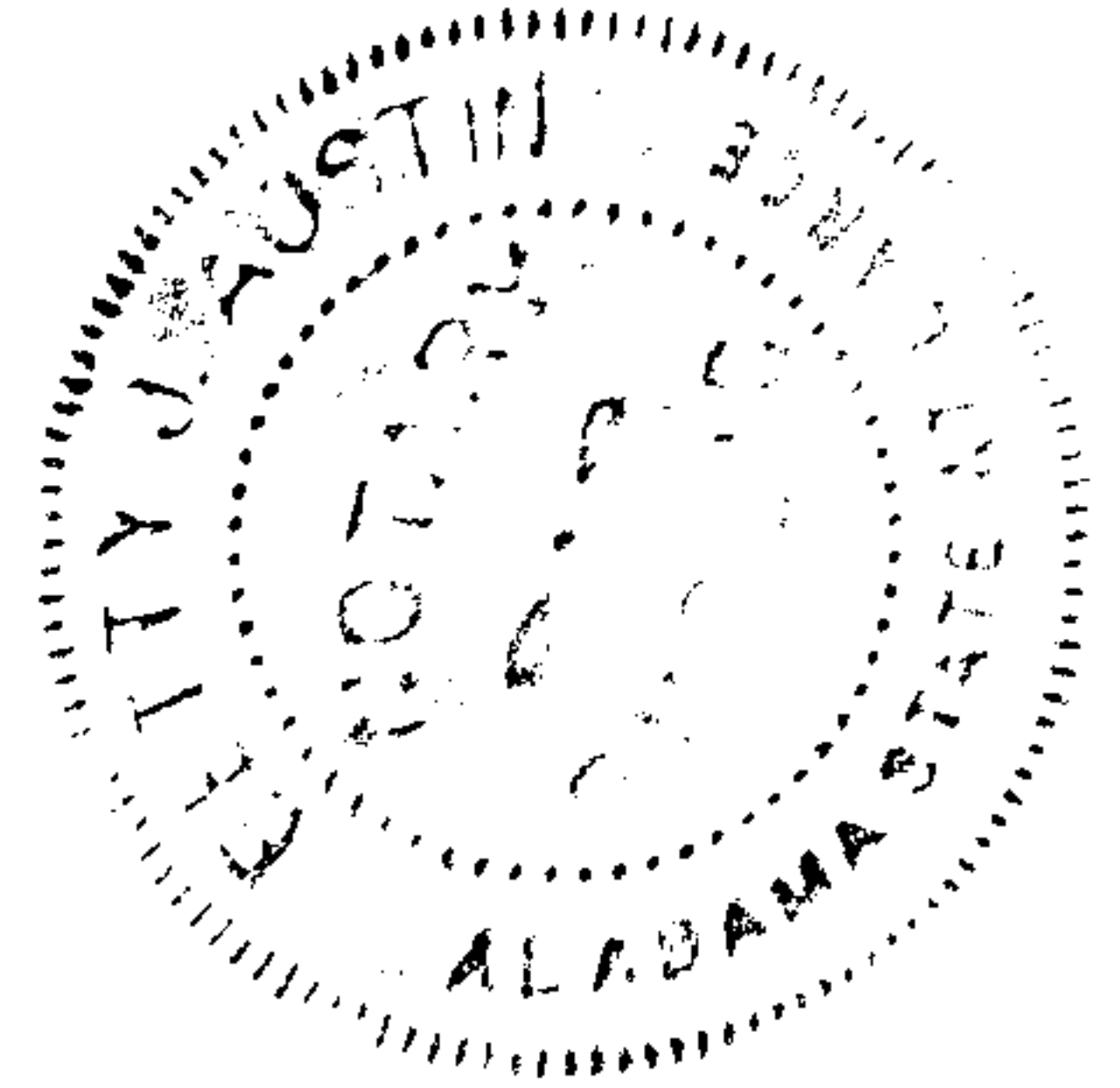
On 23<sup>rd</sup> of Aug. 2013, before me, Betty J. Austin,  
(name of notary public)

personally appeared **Jared A. Scales, an unmarried man** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and who acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the state of Alabama that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Betty J. Austin  
(Signature of Notary)



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### Exhibit "A"

Real property in the City of **CALERA**, County of **SHELBY**, State of **Alabama**, described as follows:

**LOT 19, ACCORDING TO THE SURVEY OF KINSALE GARDENS HOMES 2ND SECTOR, AS RECORDED IN MAP BOOK 36, PAGE 22, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**Being all of that certain property conveyed to JARED A. SCALES from K-B HOMES, LLC, A LIMITED LIABILITY COMPANY, by deed dated August 11, 2006 and recorded August 22, 2006 as INSTRUMENT NO. 20060822000408670 of official records.**

Commonly known as: 1076 KERRY DRIVE, CALERA, AL 35040

APN #: **28-5-16-2-010-043-000**



SCALES

47494380

AL

FIRST AMERICAN ELS  
SUBORDINATION AGREEMENT



*WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING*



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