



20130924000384370 1/3 \$20.00
Shelby Cnty Judge of Probate, AL
09/24/2013 12:20:39 PM FILED/CERT

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

6785874

SUBORDINATION AGREEMENT

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This Agreement made this August 13, 2013 by Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for **AMERICAPITAL FUNDINGS CORP.**, its successors and assigns, whose address is P.O. Box 2026, Flint MI 48501-2026 (hereinafter called "Mortgagee") and **WELLS FARGO BANK, N.A.** (hereinafter called "New Lender").

WHEREAS, Mortgagee is the holder of a Mortgage (hereinafter called "Mortgage") in the amount of **\$18,000.00** executed by **WILLIAM G. WOODHAM AND TAMMY L. WOODHAM, HUSBAND AND WIFE**, dated **02/29/2008**, recorded **03/06/2008**, in **DOCUMENT #20080306000091110**, in **SHELBY** County Records, State of **ALABAMA**, and covering the property described as follows:

Legal Description

Lot 330, according to the Survey of Wyndham Wynwood Sector, as recorded in Map Book 23, Page 37, in the Probate Office of **SHELBY** County, **ALABAMA**.

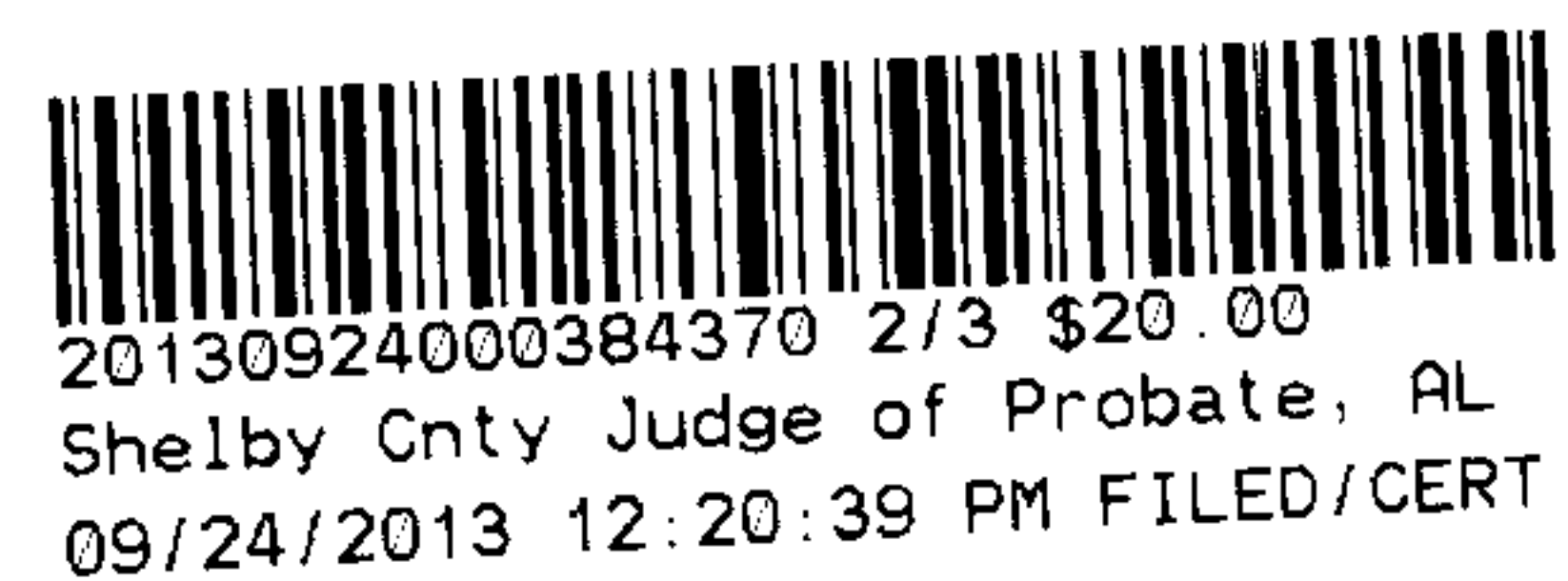
Commonly known as: **8229 WYNWOOD DRIVE, HELENA, ALABAMA 35080**

WHEREAS, **WILLIAM G. WOODHAM AND TAMMY L. WOODHAM** have applied to New Lender for a loan in an amount not to exceed **\$135,000.00**, 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.

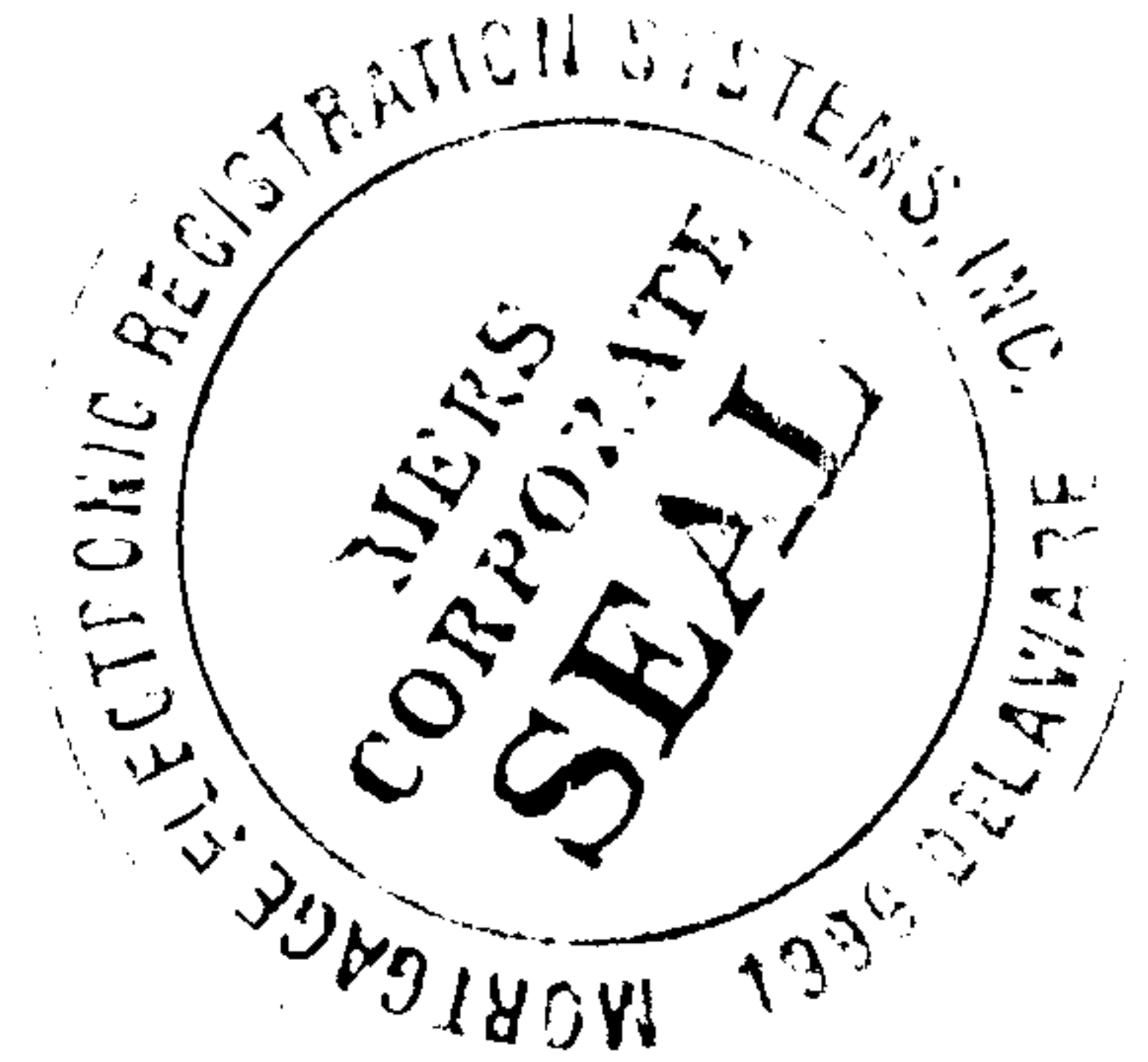
Thereof, in consideration of \$1.00 and other valuable consideration, receipt whereof is hereby acknowledged, Mortgagee covenants and agrees as follows:

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.



Mortgage Electronic Registration Systems, Inc.

By: Christopher Gray
Christopher Gray
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 August 13, 2013 personally appeared Christopher Gray 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.

Sandra Osborne

Sandra Osborne Notary Public
Cuyahoga County, Ohio
Commission Expires: December 19, 2017
Recorded in Cuyahoga County



SANDRA OSBORNE
Notary Public, State of Ohio
My Commission Expires Dec. 19, 2017
Recorded in Cuyahoga County

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Loan 6785874

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