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201401150000014430 1/2 \$18.00 Shelby Cnty Judge of Probate, AL

01/15/2014 12:40:07 PM FILED/CERT

This document was prepared by: Shereese George

After Recording Return To:

Alabama Housing Finance Authority

ATTN: Shereese George P.O. Box 242967 Montgomery, Al 36124

Loan #3<u>595</u>

Subordination Agreement

(Modified Mortgage)

Date: October 22, 2013

Legal Description

Lot 1318 according to the Survey of Old Cahaba Phase IV as recorded in Map Book 33, Page 80 in the Office of the Judge of Probate of Shelby County, Alabama.

Lot 1318A, according to the Survey of Old Cahaba IV, First Addition and Second Addition, Phase One Lake access, as recorded in Map Book 34, Page 104, in the Probate Office of Shelby County, Alabama.

Property Address: 923 Old Cahaba Drive, Helena, Al 35080

Subordinating Lender:

Junior Mortgage Date: March 1, 2010

Borrower: Tijuana S. Halsey and William H. Halsey, husband and wife, as joint tenants

Trustee: Mortgage Electronic Registration Systems (MERS)

Recording information: Instrument Number 20100309000068860, March 9, 2010

Original principal amount: \$30,800.00

Senior Lender:

Original Mortgage Date: June 16, 2006

Borrower: Tijuana S. Brown, an unmarried woman

Note secured by Original Mortgage: Original principal amount: \$162,578.00

Recording information: Instrument Number 20041222000696750, December 22, 2004

Modified Mortgage

Date of Modification: October 22, 2013 Borrower: Tijuana S. Brown, an unmarried woman

Modified Note secured by Modified Mortgage:

Dated: October 22, 2013

Modified principal amount: \$140,183.93

Subordinating Lender is the owner and holder of the Junior Mortgage and obligations secured by the Junior Mortgage; the Junior Mortgage is a lien on the title to the Property or an interest in that title. For value received and to induce the Senior Lender to modify the Original Mortgage, Subordinating Lender unconditionally subordinates its lien on, and all other rights and interests in, the title to the Property resulting from the Junior Mortgage to the lien on, and all other rights and interests in, the title to the Property resulting from the Modified Mortgage. Subordinating Lender agrees that its lien on, and all other rights and interests in, the title to the Property resulting from the Junior Mortgage will remain subordinate to the lien on, and all other rights and interests in, the title to the Property resulting from the Modified Mortgage regardless of any renewal, extension or further modification of the Modified Mortgage.

This Subordination Agreement shall be binding upon the successors and assigns of the Subordinating Lender.

Mortgage Electronic Registration Systems (MERS)

Gregory E. Beavers
Assistant Secretary

STATE OF ALABAMA

COUNTY OF MONTGOMERY

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I, the undersigned authority, a Notary Public in and for said county in said state, do hereby certify that, Gregory E. Beavers whose name as Assistant Secretary of the MORTGAGE ELECTRONIC REGISTRATION SYSTEM, INC. ("MERS"), a corporation, is signed to the foregoing Subordination Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Subordination Agreement, she, as such Assistant Secretary and with full authority to act on behalf of said corporation, executed the same voluntarily for and as the act of the corporation on the day the same bears date.

Given under my hand the 22nd day of October, 2013.

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Notary Public

My Commission Expires:

My commission expires 09/18/2017