WHEN RECORDED, RETURN TO:

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

### 0615354255 GOODALL

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Prepared by: Danielle Messersmith 2617 College Park, Scottsbluff, NE 69361

# 8222500 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 day of February, 2014 by and between Nationstar Mortgage LLC, (FKA-Centex Home Equity Corp.) as Attorney-In-Fact for THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE CWHEQ INC., HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-S7 (hereinafter "Subordinating Lienholder") and Albert Gordon Goodall III, and Celeste Goodall (also known as Celeste M Goodall), husband and wife whose address is 75 Junonia Ln, Chelsea, Alabama 35043-8149 (hereinafter referred to as "Borrower", whether one or more), in favor of Green Tree Servicing LLC, ISAOA/ATIMA (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 \$50,000.00 dated October 06, 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. 20061012000506220 in the official lien records of Shelby County, State of Alabama; 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:

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- (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 NATIONSTAR MORTGAGE LLC AS

POWER OF ATTORNEY FOR THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE CWHEQ INC., HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-S7

By: I rom Dange		
Jennifer Gannon	Albert Gordon Goodall III	
Assistant Secretary	Celeste Goodall	

Haul Cirto
Witness Paul Curtis

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

- (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.
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SUBORDINATE LIEN HOLDER

NATIONSTAR MORTGAGE LLC AS

POWER OF ATTORNEY FOR THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE CWHEQ INC., HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-S7

Jennifer Gannon

Witness

**Assistant Secretary** 

Albert Gordon Goodall III

Celeste Goodall

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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STATE OF NEBRASKA

SS.

COUNTY OF SCOTTS BLUFF

On the \_\_\_\_\_day of <u>February</u>, 2014, personally appeared before me <u>Jennifer Gannon</u>; <u>Assistant Secretary</u> of Nationstar Mortgage LLC, as Attorney-In-Fact for THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE CWHEQ INC., HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-S7 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 My appointment expires: July 24, 2017 Rhonda S. Keller, Notary Public GENERAL NOTARY - State of Nebraska RHONDA S KELLER My Comm. Exp. July 24, 2017 GENERAL NOTARY - State of Nebraska DA S KELLER が E (p. July 24, 2017) State of Alabama

County of Shelby

(name of notary public)

personally appeared Albert Gordon Goodall III, and Celeste Goodall (also known as Celeste M Goodall), husband and wife 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.

STATE OF NEBRASKA
) SS. • • • • • • • • • • • • • • • • • •
COUNTY OF SCOTTS BLUFF )
On theday of February, 2014, personally appeared before me Jennifer Gannon; Assistant Secretary of Nationstar Mortgage LLC, as Attorney-In-Fact for THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE CWHEQ INC., HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-S7 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  My appointment expires: July 24, 2017  Rhonda S. Keller, Notary Public  GENERAL NOTARY - State of Nebraska RHONDA S KELLER My Comm. Exp. July 24, 2017  GENERAL NOTARY - State of Nebraska
PHO! DAS KELLER  My o in Eq July 24, 2017
State of Alabama
County of
On, before me,
(name of notary public )
personally appeared Albert Gordon Goodall III, and Celeste Goodall (also known as Celeste M Goodall),
husband and wife 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.
husband and wife 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
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(Signature of Notary)

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## **EXHIBIT 'A'**

File No.:

8222500n (pf)

Property:

75 JUNONIA LN, CHELSEA, AL 35043

LOT 2, ACCORDING TO THE SURVEY OF EZ STREET, AS RECORDED IN MAP BOOK 23, PAGE 142, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE NON-EXCLUSIVE USE OF A 25 FOOT EASEMENT FOR INGRESS AND EGRESS AND UTILITIES, ACCORDING TO SURVEY RECORDED IN MAP BOOK 23, PAGE 142 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

A.P.N. 09 7 26 0 001 014.002

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FIRST AMERICAN ELS
SUBORDINATION AGREEMENT

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



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
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