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11/21/2014 10:50:48 AM
SUBAGREM 1/5

48866424 **SUBORDINATION AGREEMENT**

WHEN RECORDED ~~MAIL TO:~~

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This document was prepared by:
Zachary Mbugua
BANK OF AMERICA. N.A.
6400 Legacy Drive
Plano, TX 75024

LOAN #:

ESCROW/CLOSING#: 246049592120046950

MERS Phone: 1-888-679-6377

MIN: 100015700062417015

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

SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made this Twelfth day of April, 2013, by **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS")** as nominee for **Countrywide Home Loans, Inc. ("Subordinating Lender")**, a corporation whose address is **P.O. BOX 2026, FLINT, MI 48501-2026**.

WITNESSETH:

WHEREAS, Subordinator is the beneficiary/mortgagee of that certain Deed of Trust/Mortgage ("Security Document") pursuant to that certain Security Document dated 12/30/2005 (the "Senior Lien"), and executed by JOSE LUIS ROMERO and DINA ROMERO (together, the "Owner") and encumbering that certain real property located at 142 IVY TRACE, CALERA, AL 35040 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 01/10/2005 in Official Records Mortgage Book N/A, Page 1-13, as Instrument No. 20060110000016870, per the Source of Title Deed Book N/A, Page N/A, Instrument # 20060110000016850, of the Official Records of SHELBY County, AL, as the same may have been or is to be modified prior hereto or contemporaneously herewith.

* **WHEREAS**, Bank of America, N.A. ("Junior Lien Holder") has been requested to make a loan, line of credit or other financial accommodation to Owner, to be secured by either a deed of trust, deed to secure debt or mortgage (collectively, the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note or line of credit (together, the "Note") made by Owner and/or others payable to the order of Junior Lien Holder, in the maximum principal face amount not to exceed \$109100.00 ("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan"); and

* *Instrument ~~20130626000262120~~ 20130626000262120*

WHEREAS, Junior Lien Holder requires, as a condition to making the Loan, that the Junior Lien be superior to the Senior Lien;

WHEREAS, it is to the mutual benefit of the Subordinator, Owner and Junior Lien Holder that Junior Lien Holder make the Loan to Owner; and Subordinator is willing to permit the Junior Lien, when recorded, to constitute a lien upon the Property that is unconditionally prior and superior to the Senior Lien.

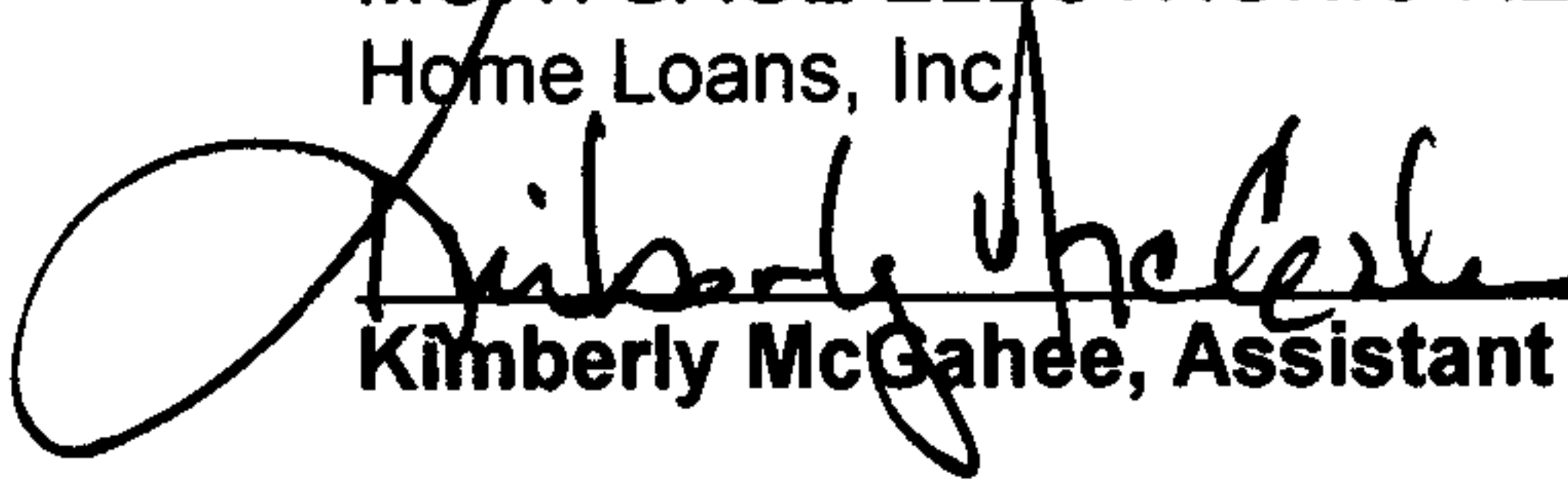
NOW THEREFORE, for valuable consideration and to induce Junior Lien Holder to make the Loan to Owner, Subordinator hereby subordinates the Senior Lien to the Junior Lien and any renewals or extensions thereof, and declares, agrees and acknowledges that:

- (1) The Junior Lien and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property, prior and superior to the Senior Lien.
- (2) That Junior Lien Holder would not make the Loan without this subordination agreement.
- (3) This Agreement is limited to the Principal Amount, plus interest and any additional amounts advanced pursuant to the provision of the Note or Junior Lien for payment of insurance premiums, taxes, cost of collection or protection of the value of the Property or Junior Lien Holder's rights in the Property. This Agreement shall inure to the benefit of Junior Lien Holder and be binding upon Subordinator, its successors and assigns and shall be binding upon any purchaser (at foreclosure or otherwise) of the Property, or any part thereof, and their respective heirs, personal representatives, successors and assigns.
- (4) This agreement shall be the whole and only agreement with regard to the subordination of the Senior Lien to the Junior Lien and shall supersede and cancel, but only insofar as would affect the priority between the security instruments described herein, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Senior Lien, which provide for the subordination of the Senior Lien to another security instrument, deed of trust or mortgage.
- (5) It consents to and approves (i) all provisions of the Note and Junior Lien securing the loan, and (ii) all agreements, including but not limited to any loan or escrow agreements (collectively, the "Loan Agreements"), between Owner and Junior Lien Holder for the disbursement of the proceeds of the New Loan;
- (6) Junior Lien Holder making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Junior Lien Holder represented that it will, see to the application of such proceeds by the person(s) to whom Junior Lien Holder disburses such proceeds and any application or use of such proceeds other than those provided for in such Loan Agreement(s) shall not defeat the subordination herein made in whole or in part.

(7) It intentionally and unconditionally waives, relinquishes and subordinates the Senior Lien in favor of the Junior Lien and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE OWNER 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.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for Countrywide
Home Loans, Inc.


Kimberly McGahee, Assistant Vice President,

TEXAS CORPORATE ACKNOWLEDGMENT

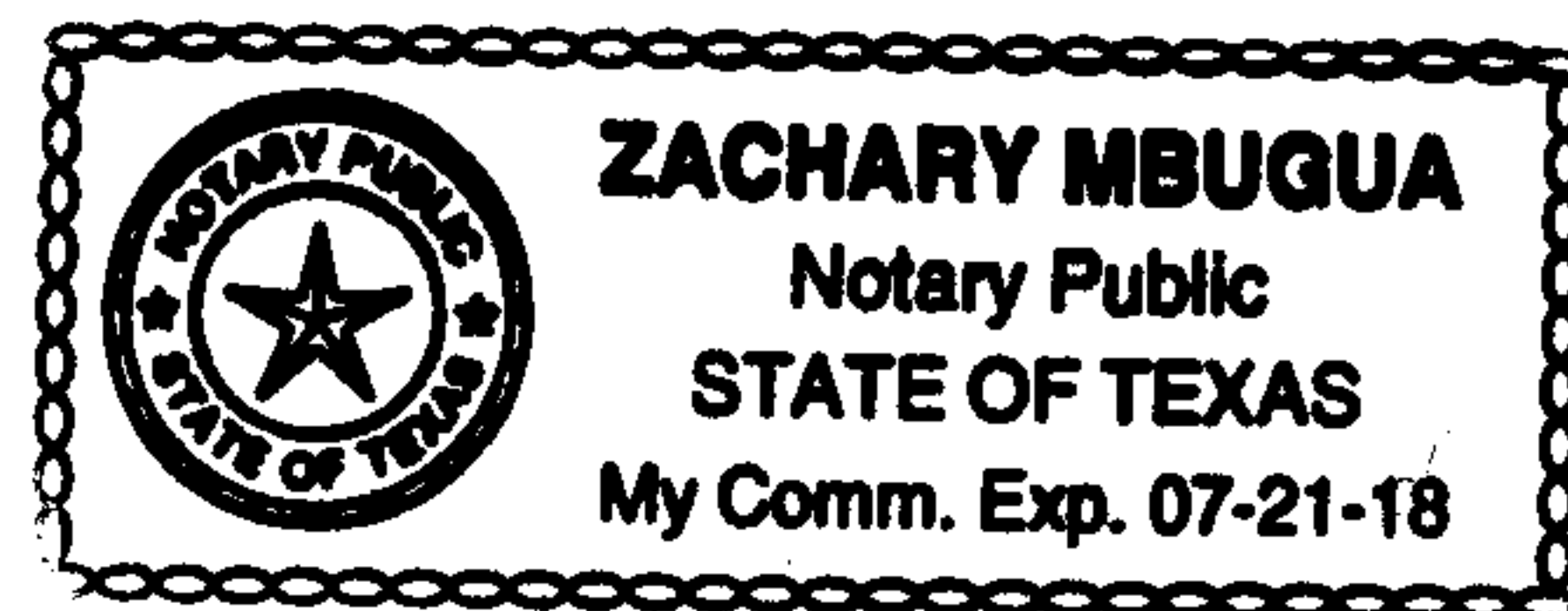
STATE OF TEXAS
COUNTY OF COLLIN

This Instrument was acknowledged before me on 10/30/2014 by **Kimberly McGahee, Assistant Vice President**, of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for Countrywide Home Loans, Inc (Name of Corporation Acknowledging) a DELAWARE (State of Incorporation) corporation, on behalf of said corporation.



Notary Public

Print Name: ZACHARY MBUGUA
My Commission Expires: 07/21/18



Form No. 3301 (01/08)
Short Form Commitment

ORDER NO: 7771284n
FILE NO: 7771284n
CUSTOMER REF: 246049592

Exhibit "A"

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

LOT 191, ACCORDING TO THE PLAT OF OLD IVY SUBDIVISION, PHASE I, BEING A RESURVEY OF PORTIONS OF LOTS 22 – 32 TRACT FIFTY ONE SUBDIVISION, PARCEL "B", RECORDED IN MAP BOOK 11, PAGE 26, ALL SITUATED IN THE SOUTHWEST ¼ OF SECTION 14 AND THE NORTHWEST ¼ OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 2 WEST, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, AS RECORDED IN MAP BOOK 35, PAGE 43A AND 43B, AND AS AMENDED IN THE AMENDED MAP OF OLD IVY SUBDIVISION, PHASE 1, RECORDED IN MAP BOOK 36, PAGE 5A AND 5B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

Being all of that certain property conveyed to JOSE E. ROMERO from ADAMS HOMES, L.L.C., AN ALABAMA LIMITED LIABILITY COMPANY, by deed dated DECEMBER 30, 2005 and recorded JANUARY 10, 2006, INSTRUMENT NO. 20060110000016850 of official records.

Commonly known as: 142 IVY TRACE, CALERA, AL 35040

APN #: 28-6-14-0-000-003.046

ROMERO
46866424
AL
FIRST AMERICAN ELS
SUBORDINATION AGREEMENT

WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

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Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
11/21/2014 10:50:48 AM
\$26.00 CHERRY
20141121000366480

James W. Fuhrmeister