

Prepared by: William Tucker  
When recorded return to:  
Ocwen Loan Servicing, LLC  
Attn: Subordination Department  
5720 PREMIER PARK DR  
WEST PALM BEACH, FLORIDA, 33407  
MIN #100062604249941354  
888-679-6377

SUBORDINATION AGREEMENT

**THIS AGREEMENT is entered into this 9<sup>TH</sup> day of JULY, 2015, by AMERISAVE MORTGAGE CORPORATION, ISAOA ATIMA (Lender) & MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., solely as nominee for HOMECOMINGS FINANCIAL NETWORK, INC., ITS SUCCESSORS AND/OR ASSIGNS (Lienholder).**

**Recitals**

**Lienholder holds a second Mortgage/Deed of trust originally granted by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., solely as nominee for HOMECOMINGS FINANCIAL NETWORK, INC., dated 08/05/2005 and recorded 08/10/2005 among the Land Records of SHELBY, County, AL, as Instrument #20050810000409870, securing the original sum of \$43,000.00, securing an interest in the following described real estate ("the Property"):**

**PROPERTY ADDRESS: 1736 OAK PARK LN, HELENA, AL 35080**


*See legal description attached hereto and made a part hereof.*

**This agreement subordinates to a Mortgage/Deed of Trust executed by ROBERT J HOFFMAN in the amount not to exceed of \$289,000.00 in favor of the lender, at a fixed rate not to exceed of 3.75% for a term of at least 360 months.**

**NOW THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:**

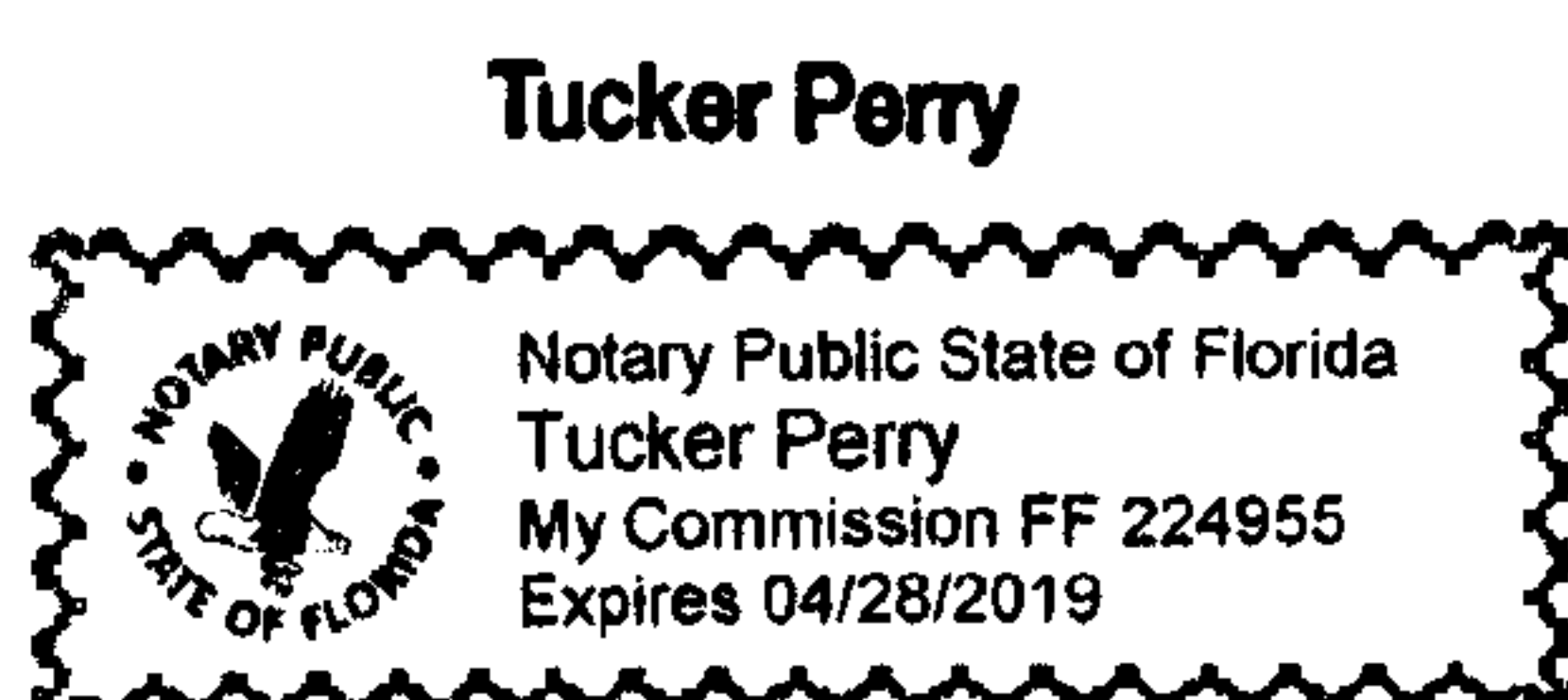
- 1. Subordination. Lienholder agrees to and hereby does subordinate its second deed of trust lien in the Property to a new first deed of trust lien to be filed by Lender in order to refinance the existing first deed of trust.**
- 2. Effect. Lender agrees that Lienholder's second deed of trust shall in no way be impaired or affected by the Agreement except that the second deed of trust lien shall stand junior and subordinate to the Lender's new first deed of trust in the same manner and to the same extent as if the Lender's new first deed of trust had been filed prior to the execution and recording of the Lienholder's second deed of trust.**

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., solely as nominee for HOMECOMINGS FINANCIAL NETWORK, INC., ITS SUCCESSORS AND/OR ASSIGNS**

  
\_\_\_\_\_  
**Joseph Alello**, Assistant Secretary

STATE OF FLORIDA            )  
COUNTY OF PALM BEACH)   ss

**On JULY 09, 2015 before me, the undersigned Notary Public, personally appeared Joseph Alello, Assistant Secretary for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., solely as nominee for HOMECOMINGS FINANCIAL NETWORK, INC., ITS SUCCESSORS AND/OR ASSIGNS, the signer of the within instrument, who duly acknowledged to me that he/she executed the same.**



  
\_\_\_\_\_  
Notary Public,

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, CITY OF HELENA, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 310, ACCORDING TO THE SURVEY OF THE WOODLANDS, SECTOR 3, AS RECORDED IN MAP BOOK 33, PAGE 141, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL ID #12-6-13-0-000-001-141

THIS BEING THE SAME PROPERTY CONVEYED TO ROBERT J. HOFFMAN AND MELISSA HOFFMAN, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP FROM DIAMOND HOMES, LLC IN A DEED DATED AUGUST 05, 2005 AND RECORDED AUGUST 10, 2005 AS INSTRUMENT NO. 20050810000409850.

Property Commonly Known As: 1736 Oak Park Lane Helena, AL 35080



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
08/20/2015 09:25:07 AM  
\$17.00 CHERRY  
20150820000289670

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the official text.

NOTE: This Commitment is of no force and effect unless Commitment cover, Schedules A, B-Section 1 and B-Section 2 are attached.