

20151210000423000
12/10/2015 03:04:47 PM
SUBAGREM 1/4

RECORDING REQUESTED BY
Nationstar Mortgage LLC,

AND WHEN RECORDED MAIL TO
Nationstar Mortgage LLC,
DBA Greenlight Loans
4000 Horizon Way
Irving, TX 75063
MERS PHONE 1-888-679-6377
MIN 1001337000 146 24160

Parcel 10-5-16-0-001-001.107

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 AGREEMENT, made this 3rd day of Nov. 2015, by ASHOK G.PATEL AND MANAXIBEN PATEL owner of the land hereinafter described and hereinafter referred to as "Owner", and Mortgage Electronic Registration Systems, Inc., present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Owner did on June 30, 2006, execute a deed of trust to Mortgage Electronic Registration Systems, Inc., as trustee, covering:

See Attached Exhibit A

to secure a note in the sum of \$91,600.00, dated June 30, 2006, in favor of beneficiary, which deed of trust was recorded July 11, 2006, in (instrument No) 10794215, Official Records of Shelby County and is subject and subordinate to the deed of trust next hereinafter described; and

WHEREAS, Owner has executed, or is about to execute, a note in the amount not to exceed \$ 370,400.00, dated 11/25/15, in favor of Nationstar Mortgage LLC, dba Greenlight Loans, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which note evidences an additional loan to be made by Lender to Owner under the terms and provisions of, and secured by, said deed of trust in favor of Lender; and

WHEREAS, it is a condition precedent to obtaining said additional loan that said deed of trust in favor of Lender, securing all obligations recited therein as being secured thereby, including but not limited to said additional loan, shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said additional loan provided the deed of trust securing the same is a lien or charge upon said land prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of said deed of trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make said additional loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the additional loan above referred to, it is

hereby declared, understood, and agreed as follows:

(1) That said deed of trust in favor of Lender, as to said additional loan as well as all other obligations recited as being secured thereby, and any renewals or extensions hereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned. **"The approval does not include renewals or extensions that would increase the loan amount being approved on this document."**

(2) That Lender would not make its additional loan above described without this subordination agreement.

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees, and acknowledges that

(a) He consents to and approves (i) all provisions of the note evidencing said additional loan and the deed of trust securing same, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's additional loan;

(b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

(c) He intentionally and unconditionally waives, relinquishes, and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender, as to said additional loan as well as all other obligations recited therein as being secured thereby, and understands that in reliance upon and in consideration of this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, 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; and

(d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW 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.

Mortgage Electronic
Registration Systems
Beneficiary Inc.

By: 

Jessy McDaniel

Its: Assistant Secretary

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF Colorado,
COUNTY OF Douglas

On November 3, 2015 before me, Kristin M Gillespie, (here insert name and title of the officer), personally appeared Jessy Mc Daniel, 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 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.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kristin M. Gillespie (Seal)
Kristin M Gillespie

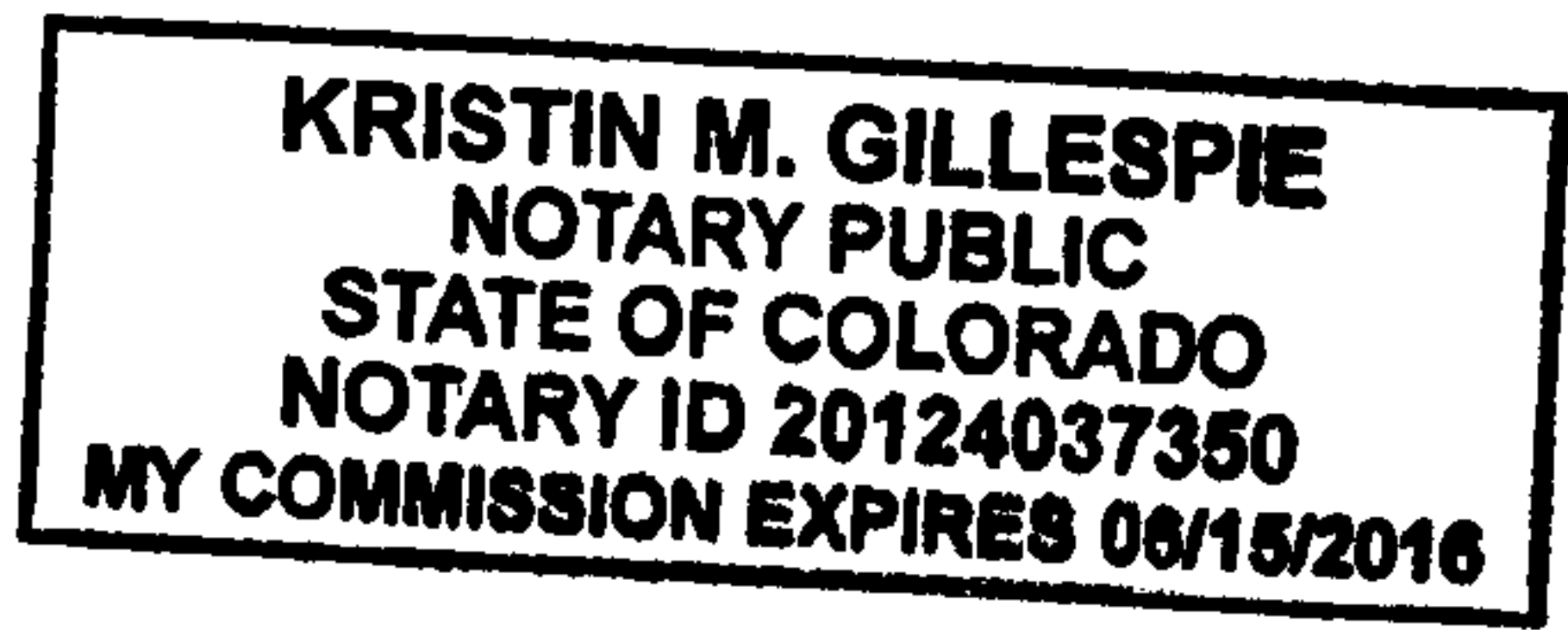


EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN
SHELBY COUNTY, ALABAMA, TO WIT:

**LOT 29, ACCORDING TO THE SURVEY OF HEATHERWOOD
FOREST, SECTOR TWO, AS RECORDED IN MAP BOOK 17,
PAGE 129, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA.**

COMMONLY KNOWN AS: 510 BAYHILL RIDGE CIRCLE,
HOOVER, AL 35244

TAX ID: 10-5-16-0-001-001.107



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
12/10/2015 03:04:47 PM
\$23.00 CHERRY
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A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the official text.