

WHEN RECORDED, RETURN TO:
Nationstar Mortgage LLC
8950 Cypress Waters Blvd, Subordinations
Coppell, TX 75019

20253979

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01/19/2016 08:31:24 AM
SUBAGREM 1/6

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 23 day of **November 2015** by and between Mortgage Electronic Registration Systems, Inc., as nominee for CITIBANK FEDERAL SAVINGS BANK, its successors and assigns (hereinafter "Subordinating Lienholder") **THOMAS M DUNNAVANT AND STEPHANIE N DUNNAVANT**, whose address is **2200 HIGHWAY 336 CHELSEA AL 35043** (hereinafter referred to as "Borrower", whether one or more), in favor of **Citibank, N.A, ISAOA** (hereinafter "Lender").

WITNESSETH

Record Concurrently

THAT WHEREAS, Borrower did execute a mortgage, deed of trust or other security instrument (the "Prior Security Instrument") in the amount of **\$47,884.00** dated **July 22, 2005**, 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 **Instr# 20050803000392420** in the official lien records of **Shelby County, State of Alabama**; and

WHEREAS, Borrower has executed or is about to execute an additional mortgage, deed of trust or security instrument (the "Current Security Instrument") securing a note not to exceed the sum of **\$161,400.00**, dated 1/4, **2015**, in favor of Lender payable with interest and upon the terms and conditions described therein, which Current Security Instrument is to be recorded concurrently herewith; 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:

- (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.

STEPHANIE N DUNNAVANT

Witness

Witness

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SUBORDINATE LIEN HOLDER
MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC., AS NOMINEE FOR CITIBANK FEDERAL SAVINGS BANK,
ITS SUCCESSORS AND ASSIGNS

By:

Eric Todd Rittmueller

Assistant Secretary

THOMAS M DUNNAVANT

STEPHANIE N DUNNA VANT

Cynthia Lopez

Witness

Tina Rodriguez

Witness

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF TEXAS

)

) SS.

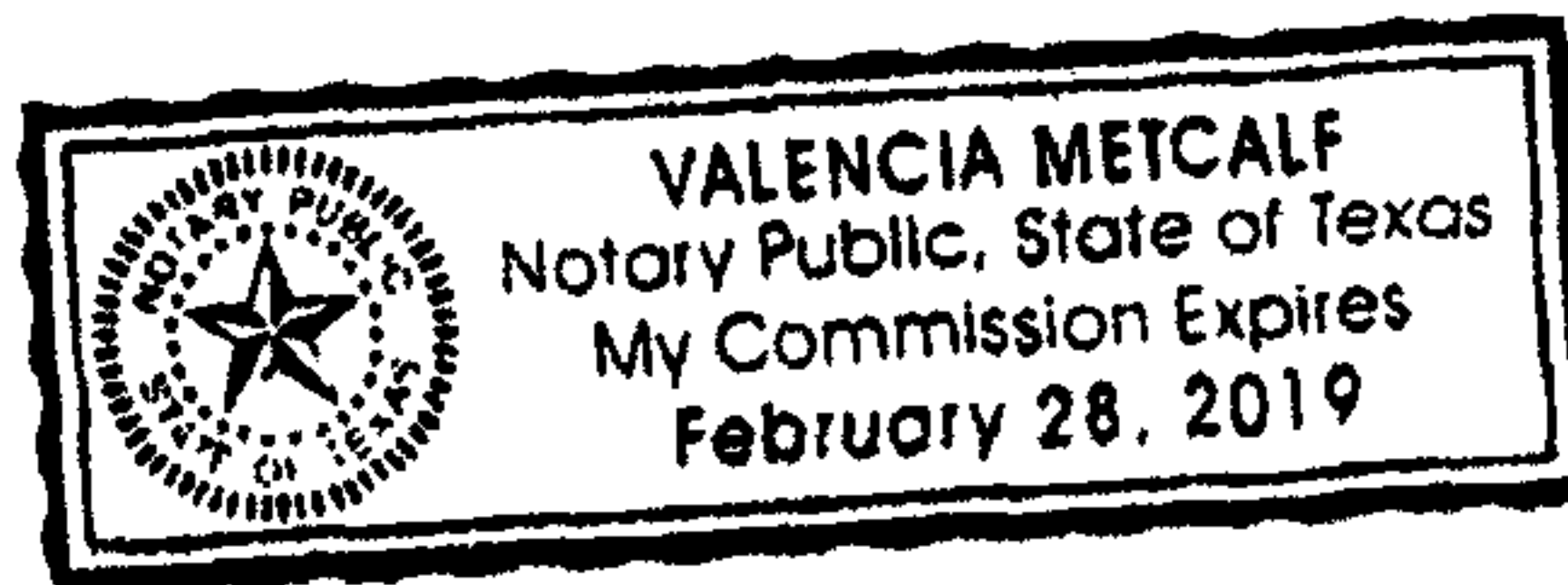
COUNTY OF DALLAS

)

On the 23 day of November 2015, personally appeared before me Eric Todd Rittmueller; Assistant Secretary for Mortgage Electronic Registration Systems, Inc., as nominee for CITIBANK FEDERAL SAVINGS BANK, its successors and assigns, 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

Valencia Metcal, Notary Public



My appointment expires **FEB 28 2019**

State of Alabama

County of Shelby

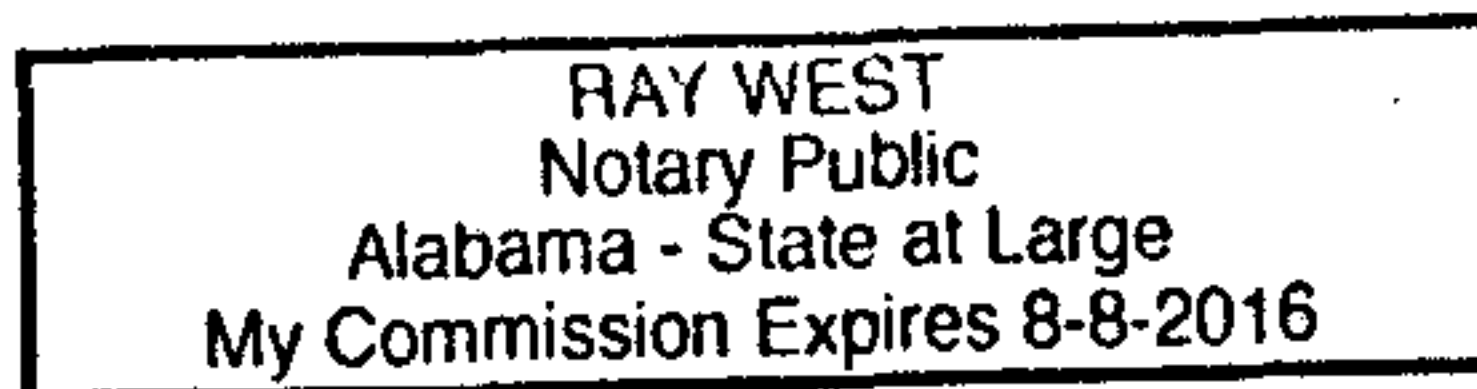
On JANUARY 8, 2016, before me, Ray West
(name of notary public)

personally appeared **THOMAS M DUNNAVANT AND STEPHANIE N DUNNAVANT** 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.

Ray West
(Signature of Notary)



Copy

No.: 001124228261

Order ID: 20253979

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Order No.: 20253979
Loan No.: 001124228261

Exhibit A

The following described property:

Lot 1, according to the survey of Balentree Lake, First Addition, as recorded in Map Book 22, Page 80, in the Probate office of Shelby County, Alabama; being situated in Shelby County, Alabama

Assessor's Parcel No: 146140000001005



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
01/19/2016 08:31:24 AM
\$29.00 CHERRY
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A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the official text.