

20170111000013610  
01/11/2017 01:27:08 PM  
SUBAGREM 1/6

## SUBORDINATION AGREEMENT

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
1500 SOLANA BLVD, BLDG. 6  
WESTLAKE, TX 76262  
ATTN: RECORDING

SPACE ABOVE FOR RECORDERS USE

This document was prepared by:  
Stacey Terry  
BANK OF AMERICA N.A.  
NC4-105-01-38  
4161 Piedmont Parkway  
Greensboro, NC 27410

Doc ID No.: 00013750XXXX2005N

ESCROW/CLOSING#:

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 Seventh day of September, 2016, by THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS SUCCESSOR TRUSTEE TO JP MORGAN CHASE BANK N.A., AS TRUSTEE ON BEHALF OF THE CERTIFICATE HOLDERS OF THE CWHEQ INC., CWHEQ REVOLVING HOME EQUITY LOAN TRUST SERIES 2006-G., BY BANK OF AMERICA, NA ATTORNEY-IN-FACT ("Subordinator"), a corporation whose address is NC4-105-01-38, 4161 Piedmont Parkway, Greensboro, NC 27410.

### WITNESSETH:

**WHEREAS**, Subordinator is the beneficiary/mortgagee/grantee of that certain Deed of Trust/Mortgage/Security Deed ("Security Document") pursuant to that certain Security Document dated 05/25/2006 (the "Senior Lien"), and executed by FRED H THOMPSON JR and LISA THOMPSON and encumbering that certain real property located at 4205 Highway 62, Vincent, AL 35178 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 06/06/2006 in Official Records Book N/A, Page N/A, as Instrument No. 20060606000267300, of the Official Records of SHELBY County, Alabama, as the same may have been or is to be modified prior hereto or contemporaneously herewith.

**WHEREAS**, DITECH FINANCIAL, LLC ("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 amount of and/or not to exceed \$88,243.00 ("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan");

**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.

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS SUCCESSOR TRUSTEE TO JP MORGAN CHASE BANK N.A., AS TRUSTEE ON BEHALF OF THE CERTIFICATE HOLDERS OF THE CWHEQ INC, CWHEQ REVOLVING HOME EQUITY LOAN TRUST SERIES 2006-G., BY BANK OF AMERICA, NA ATTORNEY-IN- FACT

  
Kathy Clark, Vice President

  
Tara Grant, Vice President

  
Brent D. Bailey, Witness

  
Cristie Wiley, Witness

CORPORATE ACKNOWLEDGMENT

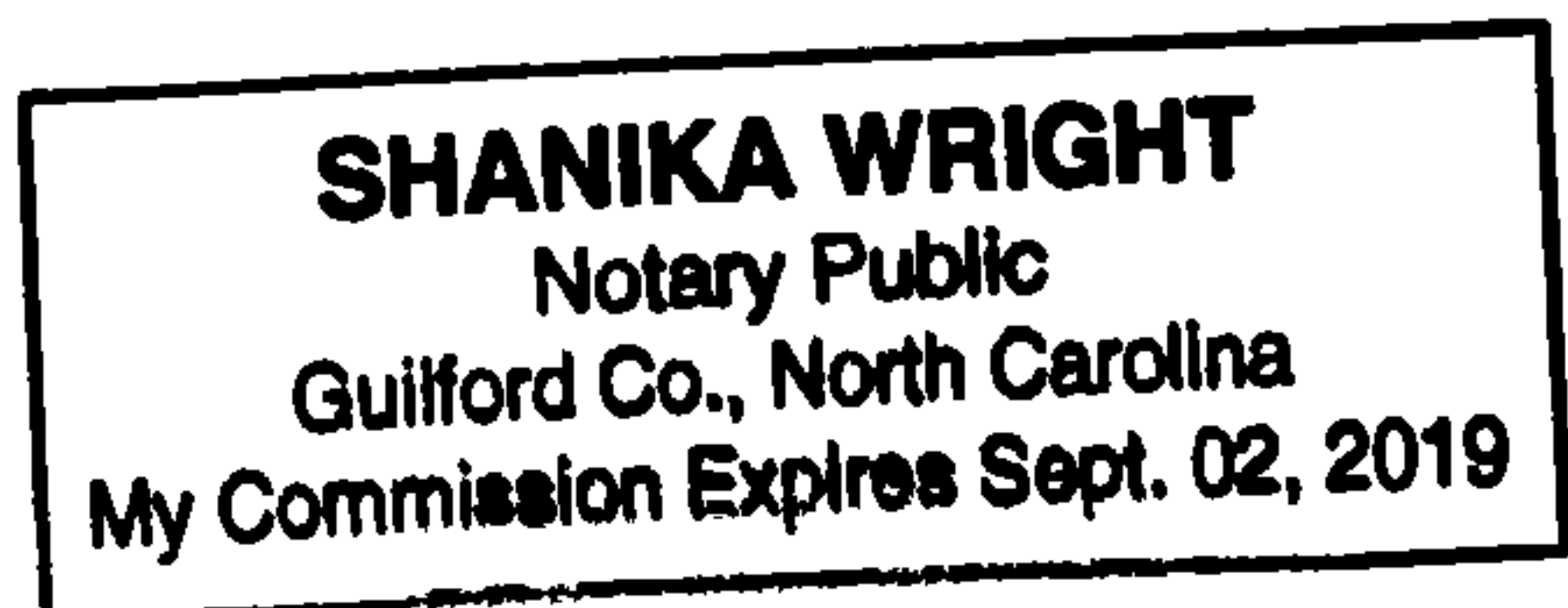
STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

Before me, the undersigned, a Notary Public on this day personally appeared **Kathy Clark, Vice President and Tara Grant, Vice President** known to me, to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he or she had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 7<sup>th</sup> day of September, 2016.

(Personalized Seal)



My commission expires 09/02/2019

  
(Notary Public, State of North Carolina)  
Shanika wright

**Shanika Wright**

(Print Name of Notary Public here)



**EXHIBIT B****RECORDING / ESCROW / TITLE INSTRUCTIONS**

**Your subordination request is APPROVED and an original Subordination Agreement is enclosed.**

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**Additional Requirements:**

1. ☒ It is the responsibility of the requestor, title company and/or new lender to record the enclosed documents upon close of escrow.
2. ☒ Property and supplemental taxes paid current.
3. ☒ **NO ADDITIONS OR ALTERATIONS ALLOWED TO SUBORDINATION AGREEMENT. ANY ADDITIONS OR ALTERATIONS MAY VOID AGREEMENT.** \*\*\*Exception: Permission to add the Lender Address to the Subordination Agreement if required by the Lender. Contact Bank of America immediately at (866) 384-2124 to option 1 to have instructions immediately faxed to you regarding how to obtain a revised document.
4. ☒ The Subordinations Unit provides only the subordination agreement. Please call customer service for all other information regarding the Bank of America line of credit.
5. ☒ Escrow / Title Instructions are **CANCELLED** if new 1st mortgage loan not funded **within 90 days**. Subordination Agreement should be returned to Bank of America.
6. ☒ The Bank of America subordination document uses the term "senior" and "junior" to refer to the recording positions of the liens in question. Noting this, the document is formatted to reflect several things happening at once.
  - The current first mortgage is to be paid off and satisfied, which moves the Bank of America lien to the "senior" position.
  - The new first mortgage is recorded behind the Bank of America lien in the "junior" position
  - The Subordination Agreement is recorded, which is Bank of America's agreement to **subordinate its lien** to the new first mortgage (move the "senior" to "junior" position).
  - Therefore, "Junior" on the 2<sup>nd</sup> page of the subordination agreement is referring to the new first mortgage and not Bank of America's line of credit. The line of credit amount will not be shown on the subordination agreement.
  - The subordination agreement is acceptable in the courthouse as formatted. No additional verbiage will be added.
7. ☒ Borrowers signatures are not required on our subordination agreement.
8. ☒ A principal reduction may be required on the subordinating HELOC or HELOAN. If a recordable MOD is received in conjunction with the LOC reduction, the MOD is not to be recorded until the proceeds (if applicable) is applied to the LOC balance.

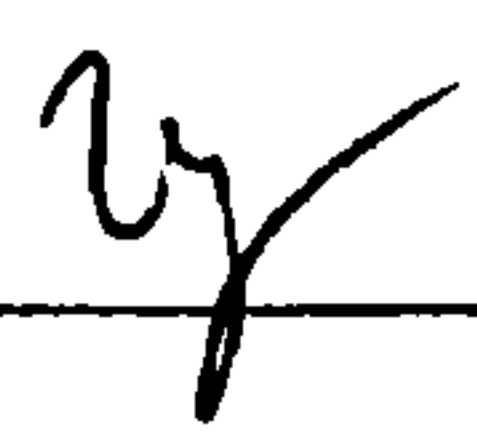
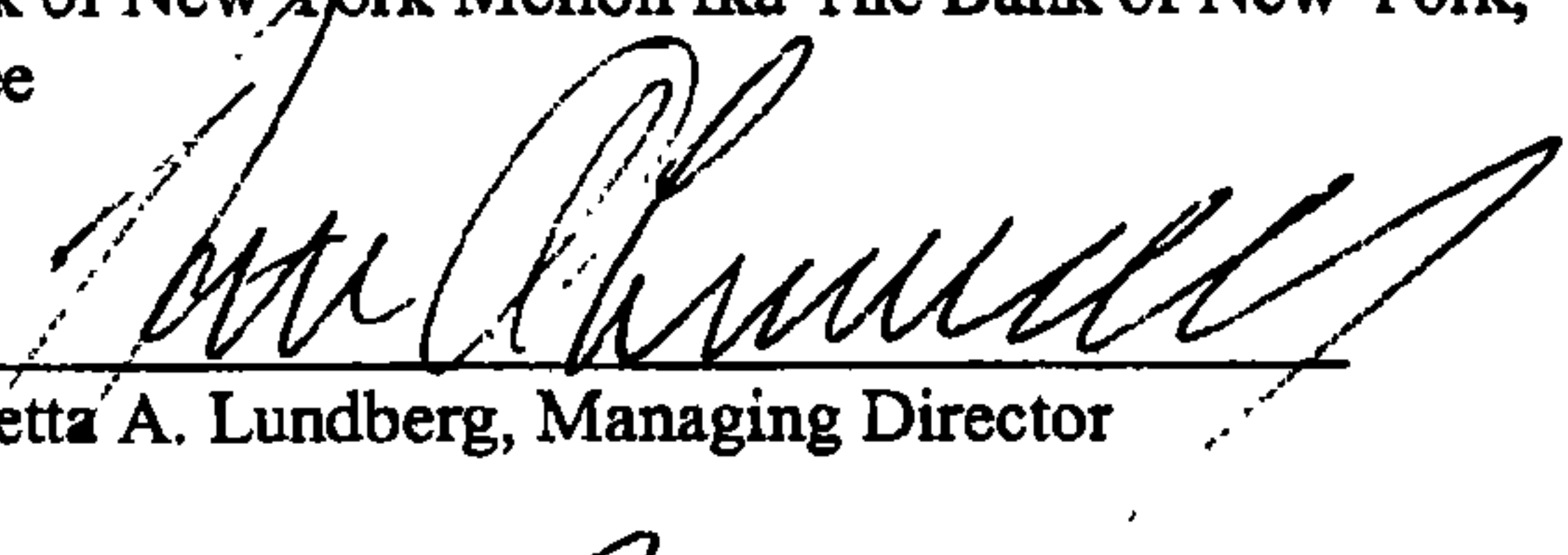
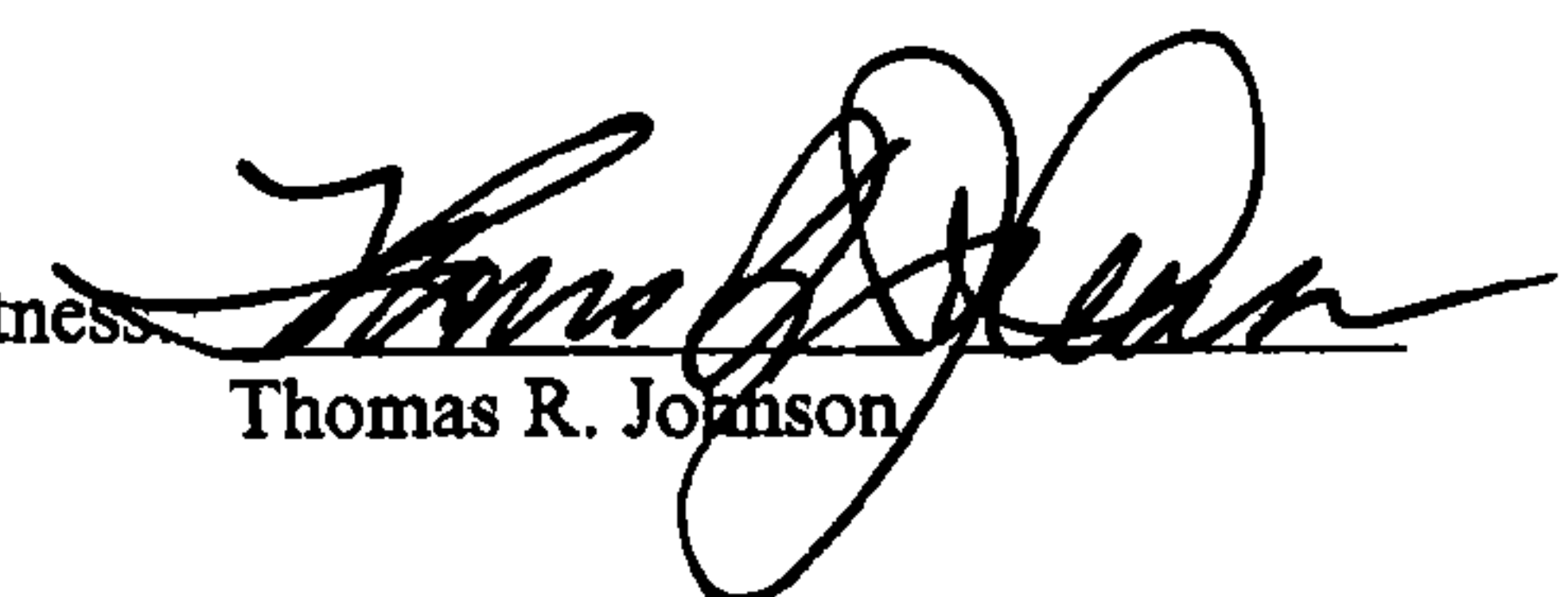
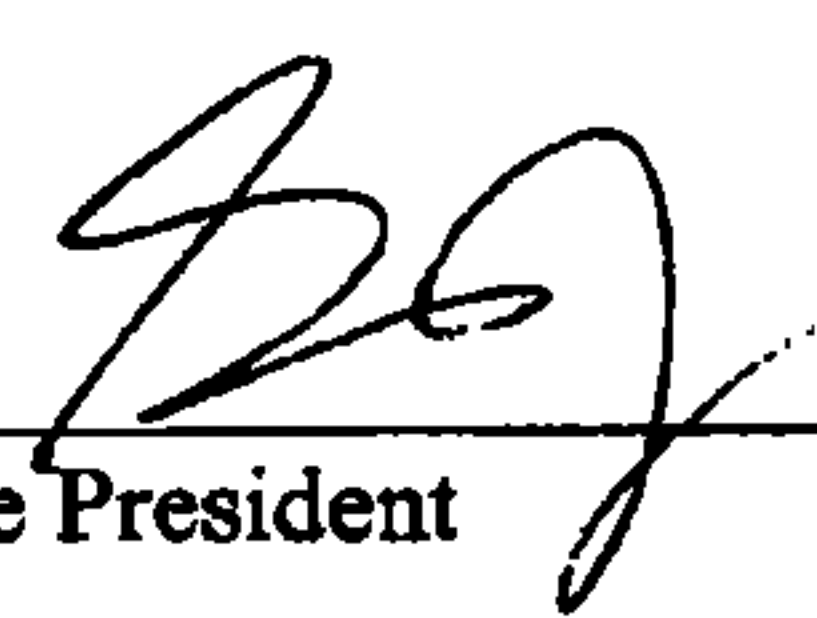
SEND Principle Reduction Payments to:  
(\*\*) Bank of America  
TX1-160-06-19 Attn: Payoff Dept  
1950 N. Stemmons FWY  
Suite 6020 Dallas Infomart  
Dallas, TX 75207  
**\*\*\*Please ensure the check is notated to be a Principal Payment Only\*\*\***
9. ☒ If escrow is canceled, agreement must be returned to reinstate original limit.

If you have additional questions regarding the subordination request process, please contact our customer service department at:

Home Equity Lines or Credit (HELOC) or Home  
Equity Loan (HELOAN) with account numbers of  
10 digits or less 800-669-5864

Home Equity Lines of Credit (HELOC) with  
account number of 14 digits beginning with 68 and  
ending with 99 800-934-5626

IN WITNESS WHEREOF, The Bank of New York Mellon has executed this Limited Power of Attorney this 6<sup>th</sup> day of October 2015.

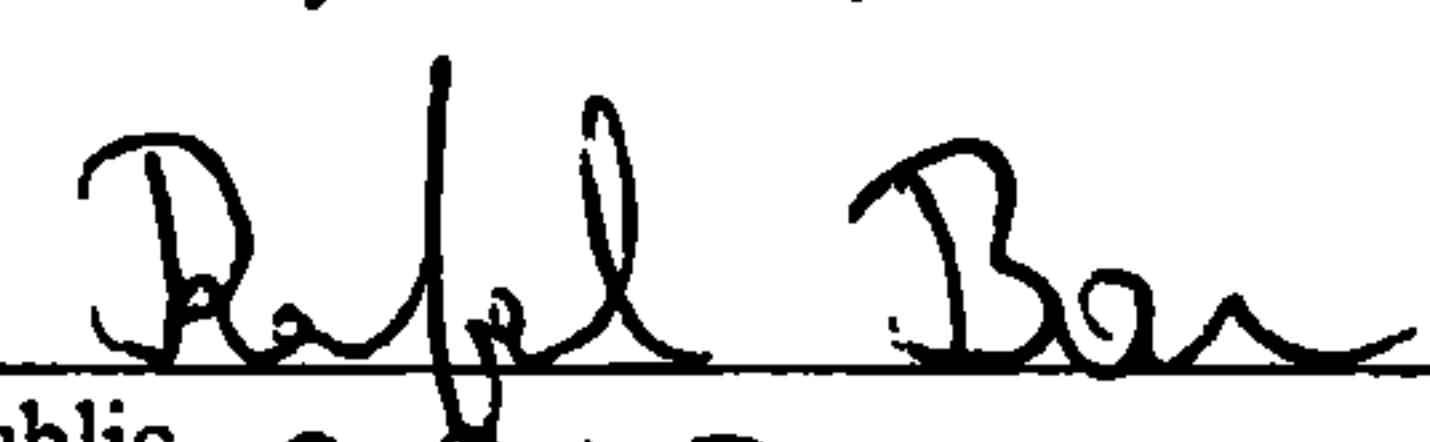
Witness: <u></u> Zhou Ye	The Bank of New York Mellon fka The Bank of New York, as Trustee By: <u></u> Loretta A. Lundberg, Managing Director
Witness: <u></u> Thomas R. Johnson	By: <u></u> Gavin Tsang, Vice President

**ACKNOWLEDGEMENT**

STATE OF: New York  
COUNTY OF: New York

On the 6<sup>th</sup> day of October in the year 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared Loretta A. Lundberg and Gavin Tsang, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed, the instrument

Subscribed and sworn before me this 5th day of October, 2015.

  
Notary Public Rafal Bar

My Commission expires:

**RAFAL BAR**  
NOTARY PUBLIC, State of New York  
No. 013A6293822  
Qualified in Kings County  
Commission Expires Dec. 16, 2017

**EXHIBIT 'A'**



File No.: **51798972LA (gs)**  
Property: **4205 Hwy 62, Vincent, AL 35178**

**THE NE 1/4 OF SE 1/4 OF SE 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 3 EAST, EXCEPT THE HIGHWAY RIGHT OF WAY, AND EXCEPT THE 140 FEET BY 300 FEET LOT IN THE NW CORNER SOLD TO S. M. FLEMING AND WIFE, GRACE W. FLEMING AS SHOWN BY DEED RECORDED IN D. BOOK 182 ON PAGE 136, AND LESS AND EXCEPT:**

**BEGIN AT THE NORTHEAST CORNER OF THE NE 1/4 OF SE 1/4 OF SE 1/4, SECTION 19, TOWNSHIP 19, RANGE 3 EAST, AND RUN DUE SOUTH ALONG THE EAST LINE OF SAID ONE-FOURTH FORTY TO THE SOUTH R/W LINE OF SHELBY COUNTY HIGHWAY #62; THENCE RUN DUE WEST ALONG THE SOUTH R/W LINE OF SAID HIGHWAY A DISTANCE OF 520 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF S. M. FLEMING LOT AND BEING THE POINT OF BEGINNING; THENCE RUN DUE SOUTH ALONG THE EAST SIDE OF THE SAID S. M. FLEMING LOT A DISTANCE OF 300 FEET TO A POINT AND SAID POINT BEING THE SOUTHEAST CORNER OF THE SAID S. M. FLEMING LOT; THENCE RUN DUE EAST A DISTANCE OF 140 FEET TO A POINT; THENCE RUN DUE NORTH A DISTANCE OF 300 FEET TO A POINT ON THE SAID SOUTH R/W LINE OF SAID HIGHWAY; THENCE RUN DUE WEST ALONG THE SAID SOUTH R/W LINE OF SAID HIGHWAY A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF REAL ESTATE BEING SITUATED IN THE NE 1/4 OF SE 1/4 OF SE 1/4, SECTION 19, TOWNSHIP 19, RANGE 3 EAST, SHELBY COUNTY, ALABAMA.**

**ALSO CONVEYED HEREIN IS THE SW 1/4 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 3 EAST.**

**A.P.N. 06 4 19 0 000 018.000 AND**

 **THOMPSON**  
**51798972** **AL**  
**FIRST AMERICAN ELS**  
**SUBORDINATION AGREEMENT**  




Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
01/11/2017 01:27:08 PM  
\$32.00 CHERRY  
20170111000013610

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