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10/11/2017 12:46:45 PM
SUBAGREM 1/7

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

Bank of America
4161 Piedmont Parkway
NC4-105-01-38
Attn Subordinations
Greensboro NC 27410

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.: 000617XXXX2005N

ESCROW/CLOSING#:

AL427153

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 Fourteenth day of September, 2017, by The Bank of New York Mellon, FKA the Bank of New York, as Trustee for the benefit of the Certificate Holders of the CWHEQ, Inc., Home Equity Loan Asset-Backed Certificates, Series 2006-S3, by Bank of America, N.A., by 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 05/08/2006 (the "Senior Lien"), and executed by RICKEY D. LEDLOW and VALERIE H. LEDLOW and encumbering that certain real property located at 14 DANA DR, MONTEVALLO, AL 35115 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 05/22/2006 in Official Records Book N/A, Page N/A, as Instrument No. 20060522000241670, 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, Nationstar Mortgage, 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 \$71,000.00 ("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 Trustee for the benefit of the Certificate Holders of the CWHEQ, Inc., Home Equity Loan Asset-Backed Certificates, Series 2006-S3, by Bank of America, N.A., by Attorney-in-Fact


Kathy Clark, Vice President


Tara Grant, Vice President


Brent D. Bailey, Witness


Cristie Wiley, Witness

CORPORATE ACKNOWLEDGMENT

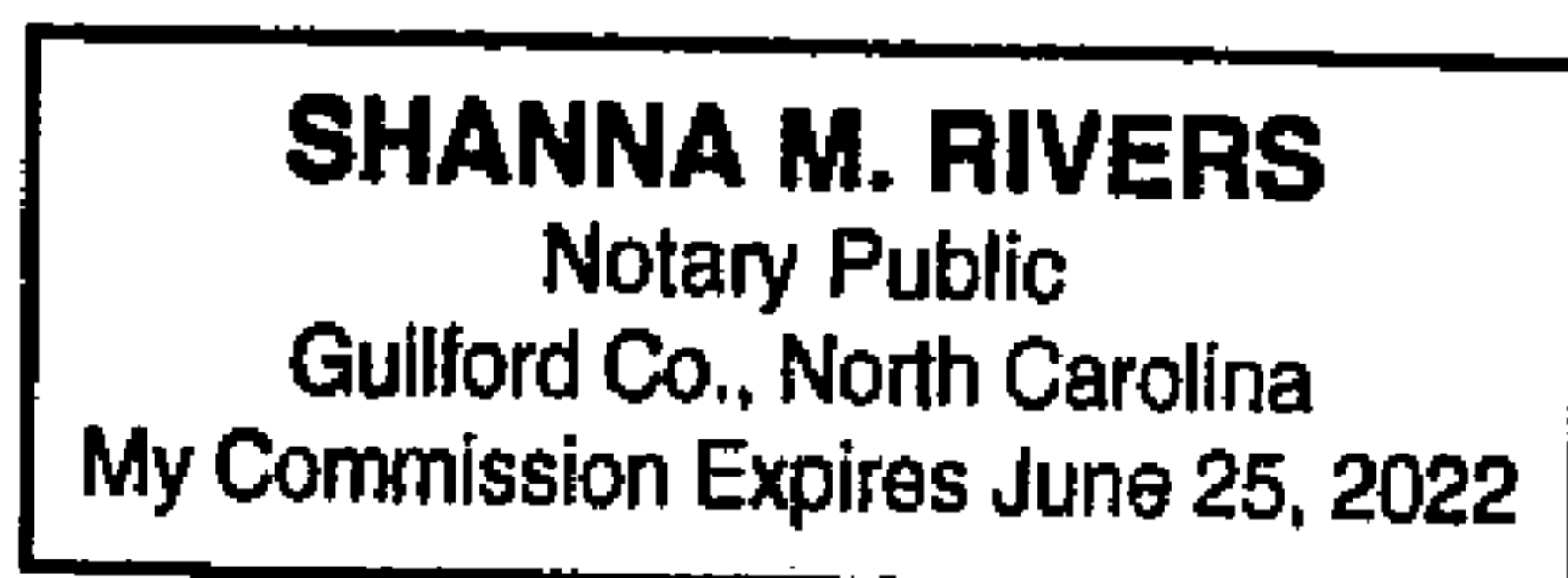
STATE OF NORTH CAROLINA

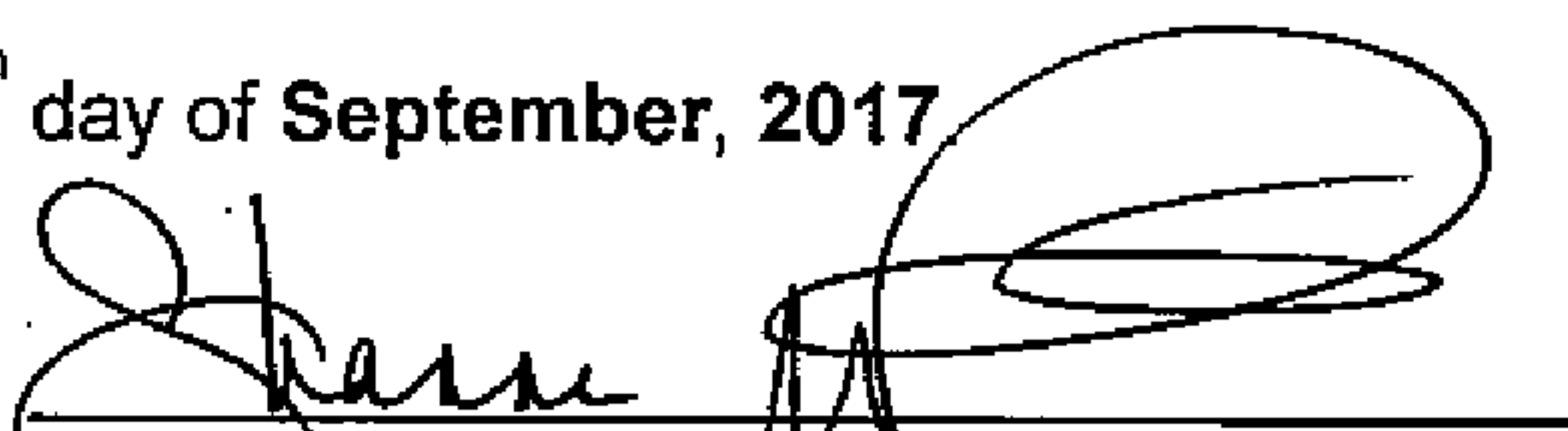
COUNTY OF GUILFORD

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 14th day of **September, 2017**

(Personalized Seal)




(Notary Public, State of North Carolina)

Shanna M Rivers

(Print Name of Notary Public here)

My commission expires **06/25/2022**

CERTIFIED TRUE COPY

I, Stacey Terry

Hereby certify that this is a true and correct copy
of the original document.

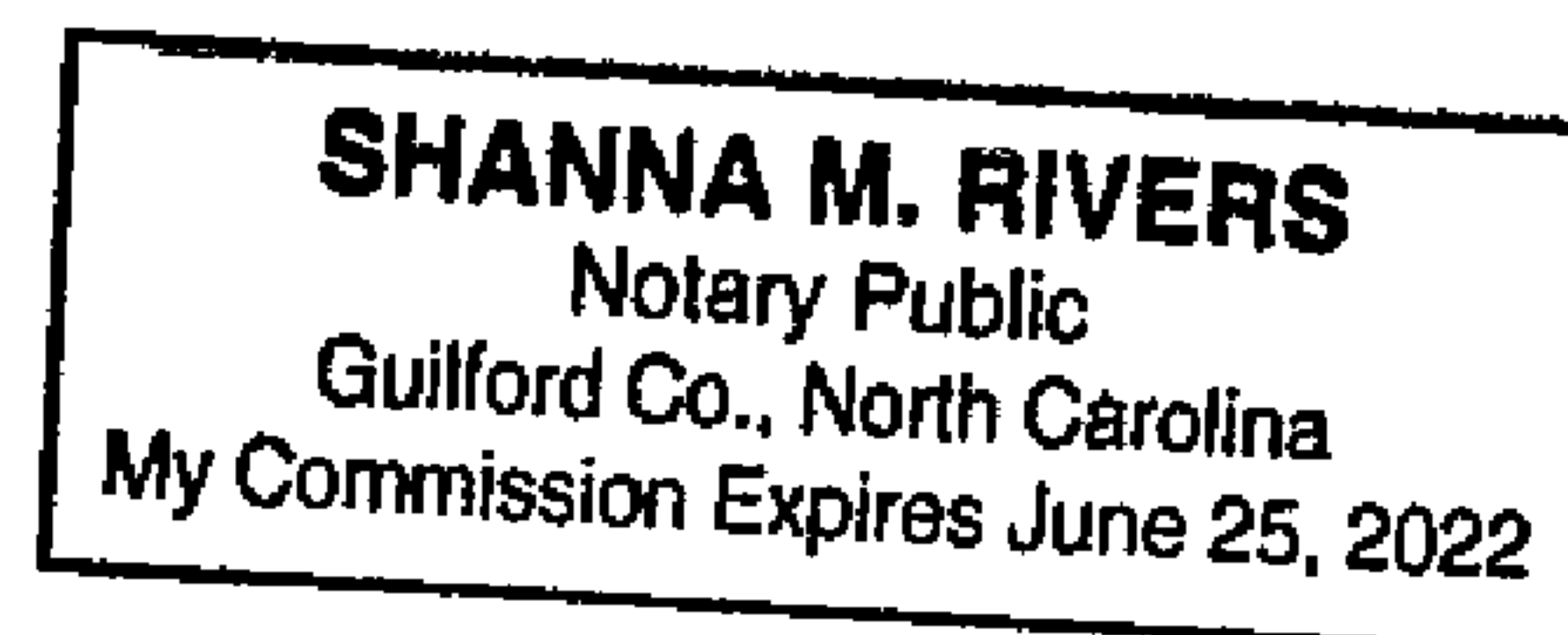
Signed Stacey Terry

State of North Carolina, County of Guilford

this 14th day of September, 2017

Shanna M. Rivers Notary Public

My commission expires June 25, 2022



LIMITED POWER OF ATTORNEY


The Bank of New York Mellon F/K/A The Bank of New York ("The Bank of New York Mellon"), as Trustee for the trusts identified in Exhibit A hereto (the "Trusts") constitutes and appoints Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP F/K/A Countrywide Home Loans Servicing LP and its authorized officers (collectively, "BANA") and each of them, its true and lawful attorneys-in-fact and agents, with full powers of substitution and resubstitution, for and in its name, place and stead, in any and all capacities, for the limited purpose of executing and recording any and all documents necessary to effect with respect to any Mortgage Loan or Mortgage as such terms are defined herein, (i) an assumption agreement or modification agreement or supplement to the Mortgage Loan, including where necessary and appropriate the subordination of the lien of the Mortgage, (ii) the subordination of the lien of the Mortgage to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, (iii) the demand for, suit for, recovery of, collection of and receipt of each and every sum of money, debt, account and interest (which now is or hereafter shall become due and payable) belonging to or claimed by The Bank of New York Mellon in respect of the Mortgage Loan and property, including foreclosure, (iv) a reconveyance, deed of reconveyance or release or satisfaction of the Mortgage Loan or such instrument releasing the lien of the Mortgage, (v) the closing of title to property acquired by foreclosure or by deed in lieu of foreclosure, and the conveyance of such property to the mortgage insurer or to real estate owned ("REO Property"), (vi) the disposition of any REO Property, and (vii) the defense of The Bank of New York Mellon in litigation and the resolution of any litigation where BANA has an obligation to defend The Bank of New York Mellon – in connection with those notes and mortgages or deeds of trust (each, a "Mortgage," and together with the related note, a "Mortgage Loan") serviced by BANA for The Bank of New York Mellon in its capacity as Trustee for the Trusts pursuant to the related pooling and servicing agreements. The undersigned also grants unto said attorneys-in-fact and agents, and each of them, the full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as might or could be done in person to effect items (i) through (vii) above and as required by any laws or regulations governing such actions, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

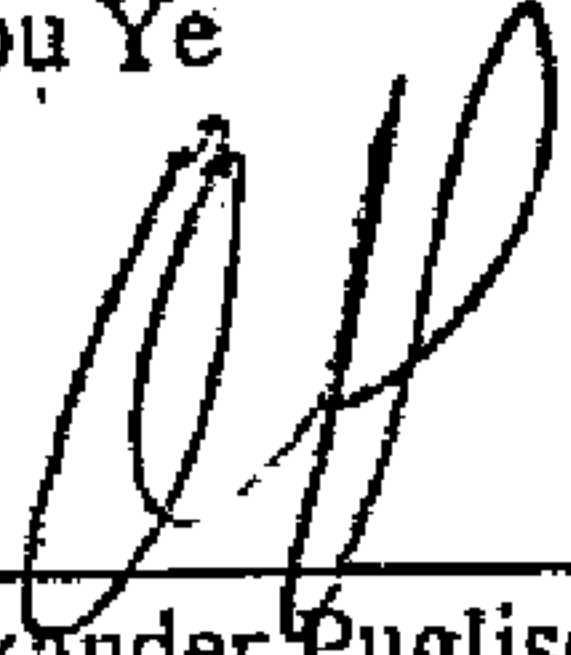
This Limited Power of Attorney is effective until the earlier of (i) two (2) years from the date hereof or (ii) revocation by The Bank of New York Mellon. The authority granted to the attorney-in-fact by this limited power of attorney is not transferable to any other party or entity. The relationship of The Bank of New York Mellon and Bank of America, N.A. under this Limited Power of Attorney is intended by the parties to be that of an independent contractor and not that of a joint venturer or partner.

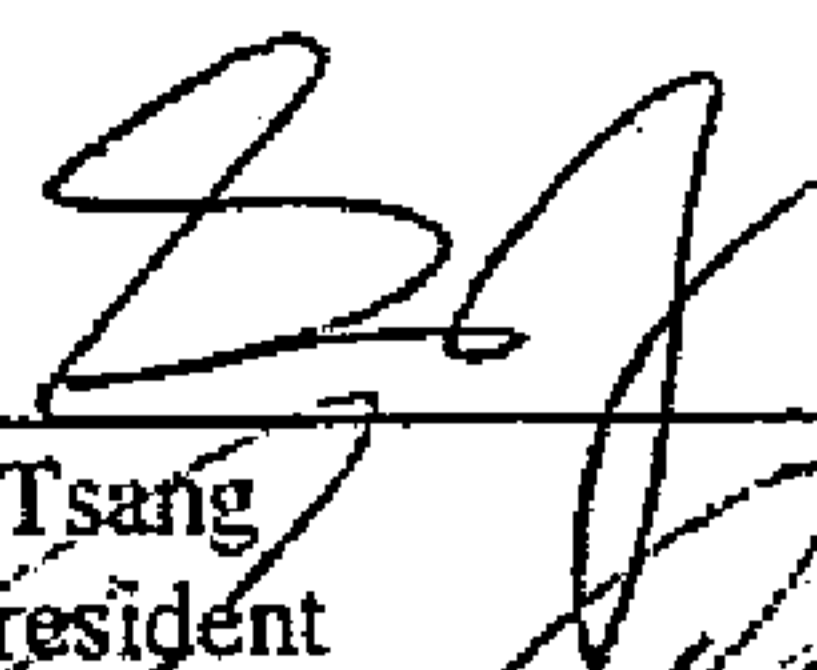
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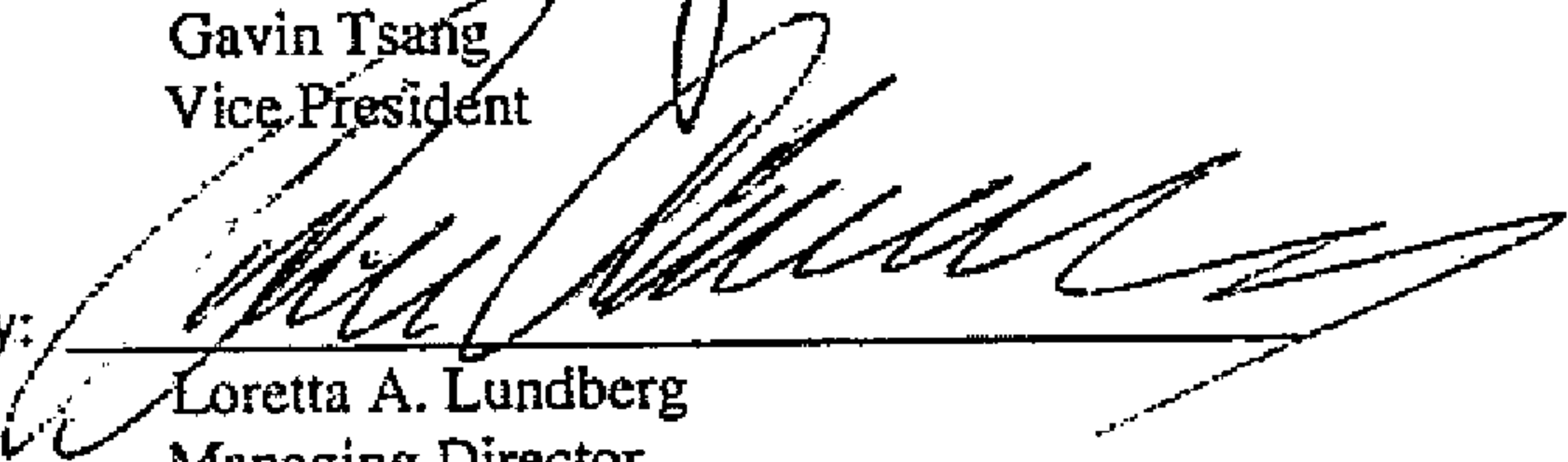
This limited power of attorney shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

The Bank of New York Mellon fka The Bank of New York,
as Trustee

Witness: 
Zhou Ye

Witness: 
Alexander Puglise

By: 
Gavin Tsang
Vice President

By: 
Loretta A. Lundberg
Managing Director

ACKNOWLEDGEMENT

STATE OF: New York
COUNTY OF: Kings

On the 2nd day of September in the year 2014 before me, the undersigned, personally appeared Loretta A. Lundberg and Gavin Tsang, known to me or proved to me on the basis of satisfactory evidence to be the Managing Director and Vice President, respectively, of The Bank of New York Mellon, f/k/a The Bank of New York, as Trustee and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee.

Subscribed and sworn before me this 2nd day of September, 2014.


Notary Public

My Commission expires:

RAFAL BAR
Notary Public, State of New York
No. 018A6293822
Qualified in Kings County
Commission Expires Dec. 16, 2017

EXHIBIT "A"

LOT 2, ACCORDING TO THE MAP OF RIPPLE CREEK ESTATES, PHASE I, AS RECORDED IN MAP BOOK 13, PAGE 24, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

Commonly Known As: 14 DANA Drive, Montevallo, AL 35115

Parcel ID: 27-4-17-0-000-016.003



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
10/11/2017 12:46:45 PM
\$33.00 CHERRY
20171011000370060

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