

20180214000048920  
02/14/2018 12:52:32 PM  
SUBAGREM 1/3



WHEN RECORDED MAIL TO:  
USAA Federal Savings Bank  
10750 McDermott Freeway  
San Antonio, TX 78288-0558  
Prepared By: CYNTHIA DURON  
ATTENTION: EQMISC

ALUS2280

## SUBORDINATION AGREEMENT

Effective Date: January 12, 2018

Owner(s): JOHN MCCAFFETY  
EMILY MCCAFFETY

Subordinating Party: USAA Federal Savings Bank

Senior Lender: **NATIONSTAR MORTGAGE LLC DBA  
MR. COOPER ISOA/ATIMA**

Property Address: **110 ASHBY ST., CALERA, AL 35040**

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by the Subordinating Party in favor of the Senior Lender named above.

The Owner(s) listed above (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Party has an interest in the Property by virtue of a **Mortgage** given by the Owner, covering the Property, more particularly described on Exhibit A, which document is dated **October 31, 2006**, recorded on **November 21, 2006** at **COUNTY OF SHELBY, STATE OF ALABAMA** in **INSTRUMENT #20061121000568210** (as the same may have been amended from time to time as set forth below, the "Existing Security Instrument"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to **JOHN B. MCCAFFETY and EMILY B. MCCAFFETY, JOINING HEREIN AS OWNER, NOT AS BORROWER** by Subordinating Party.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed **\$88,000.00** (the "New Loan or Amended Loan") provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, this Subordination Agreement is VOID.

The Subordinating Party is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.



**NOW, THEREFORE**, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**A. Agreement to Subordinate**

Subordinating Party hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

**B. General Terms and Conditions**

**Binding Effect** – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

**Nonwaiver** – This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election under the New Security Instrument or related documents shall affect this Agreement.

**Severability** – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

**C. Signatures and Acknowledgements**

The Subordinating Lender, through its authorized officer, has set its hand and seal as of the Effective Date above unless otherwise indicated.

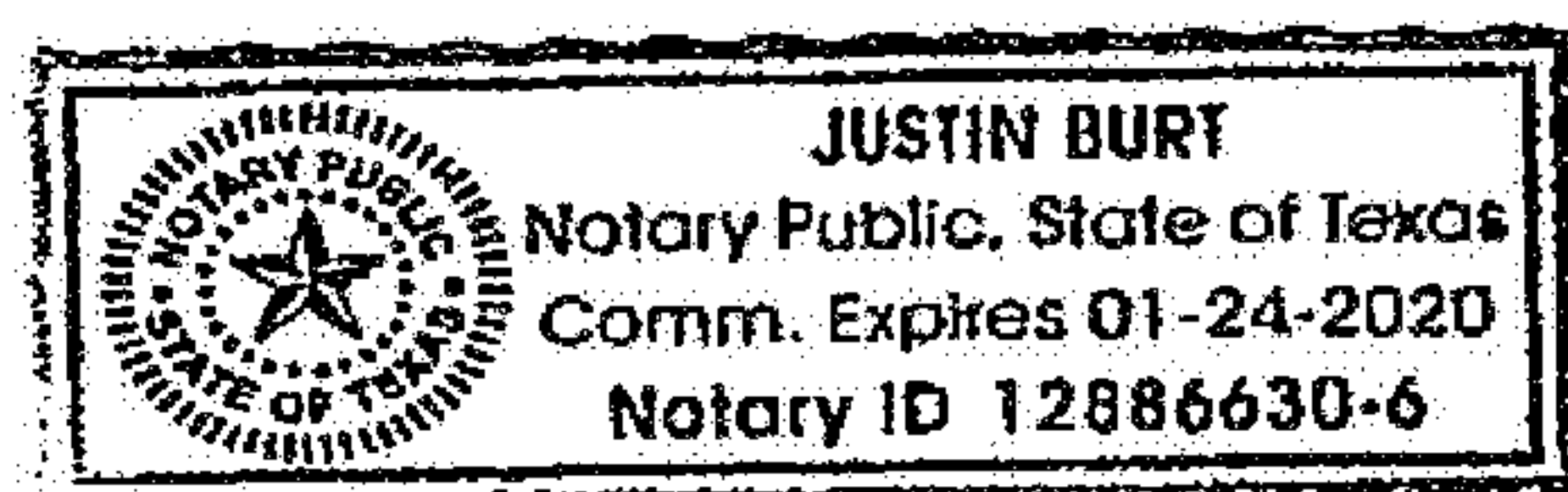
**Subordinating Party**

**USAA Federal Savings Bank**

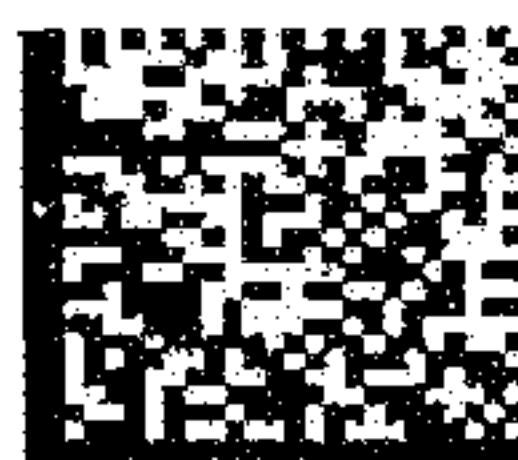
  
By: **PAT HACKNEY**  
Account Services Specialist

STATE OF TEXAS  
COUNTY OF BEXAR

This instrument was acknowledged before me on January 12, 2018 by PAT HACKNEY, Account Services Specialist of USAA Federal Savings Bank, a federally chartered savings bank on behalf of said savings bank.



  
**JUSTIN BURT**  
Notary Public  
State of Texas  
My Commission Expires: January 24, 2020



**EXHIBIT "A"**

LOT 110, ACCORDING TO THE SURVEY OF CAMDEN COVE WEST SECTOR 3, PHASE 2, AS  
RECORDED IN MAP BOOK 35, PAGE 15, IN THE PROBATE OFFICE OF SHELBY COUNTY,  
ALABAMA.

Commonly Known As: 110 ASHBY Street, Calera, AL 35040  
Parcel ID: 28-4-17-1-003-031.000



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
02/14/2018 12:52:32 PM  
\$21.00 CHERRY  
20180214000048920

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the printed name and title of the County Clerk.