

20180808000281990
08/08/2018 08:53:34 AM
SUBAGREM 1/5

WHEN RECORDED, RETURN TO:
USAA Federal Savings Bank
c/o Nationstar Mortgage LLC
8950 Cypress Waters Blvd., Suite B
Coppell, TX 75019

0084005131 Moran

SUBORDINATION AGREEMENT

Effective Date:	July 20, 2018
Owner(s):	Sandra R. Moran and Eric R. Kitchen
Subordinating Party:	USAA Federal Savings Bank, subserviced by Nationstar Mortgage LLC
Senior Lender:	DiTech Financial
Property Address:	318 Mills Way Pelham, AL 35124

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 June 16, 2006, recorded on June 27, 2006 at Shelby County, Alabama as Instrument # 20060627000306610 (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 Sandra R. Moran and Eric R. Kitchen, joining herein as Owner, not as Borrower, wife and husband 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 **\$96,000.00** (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.

SUBORDINATE LIEN HOLDER
USAA FEDERAL SAVINGS BANK
SUBSERVICED BY NATIONSTAR MORTGAGE LLC

By: 
Omar Basped
Assistant Secretary

Sandra M. Moran

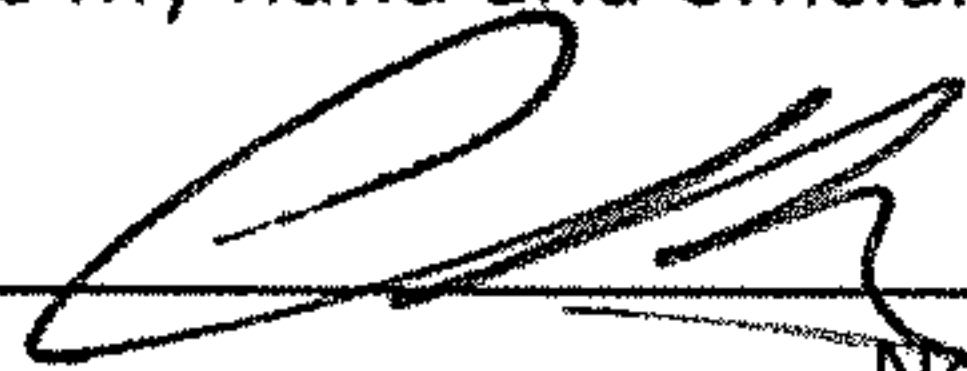
Eric R. Kitchen

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Texas)
) SS.
COUNTY OF Dallas)

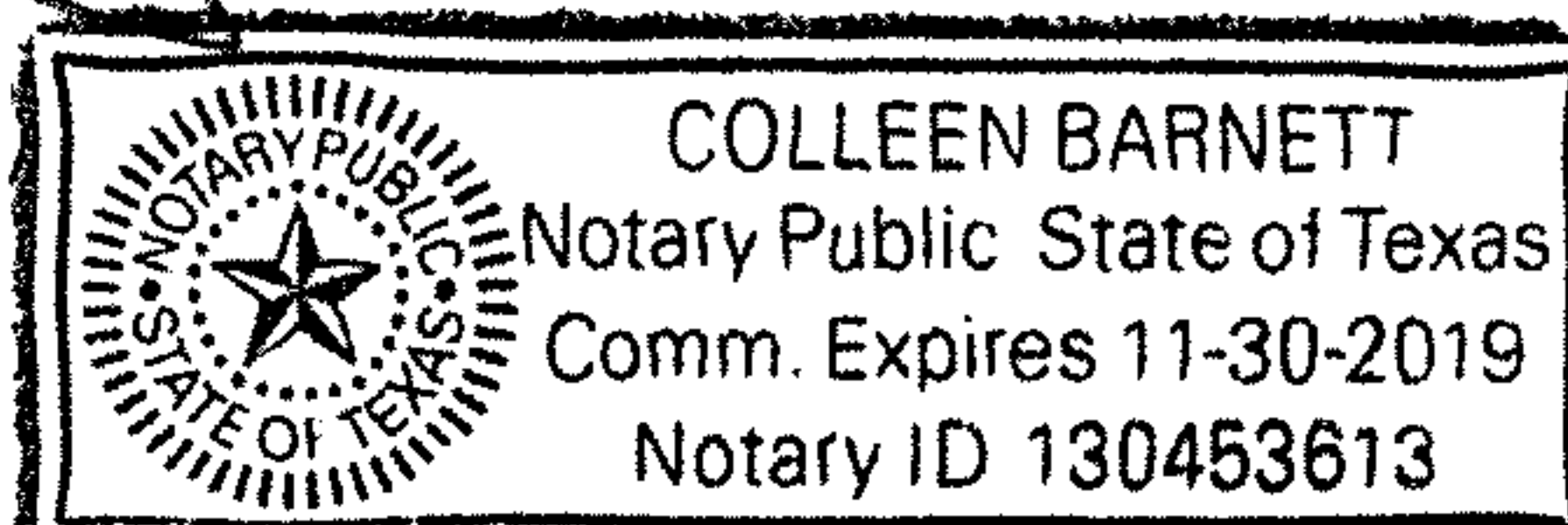
On JUL 27 2018, personally appeared before me Omar Basped; Assistant Secretary of USAA Federal Savings Bank, subserviced by Nationstar Mortgage LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument 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


Colleen Barnett, Notary Public

NOV 30 2019

My appointment expires: _____



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.

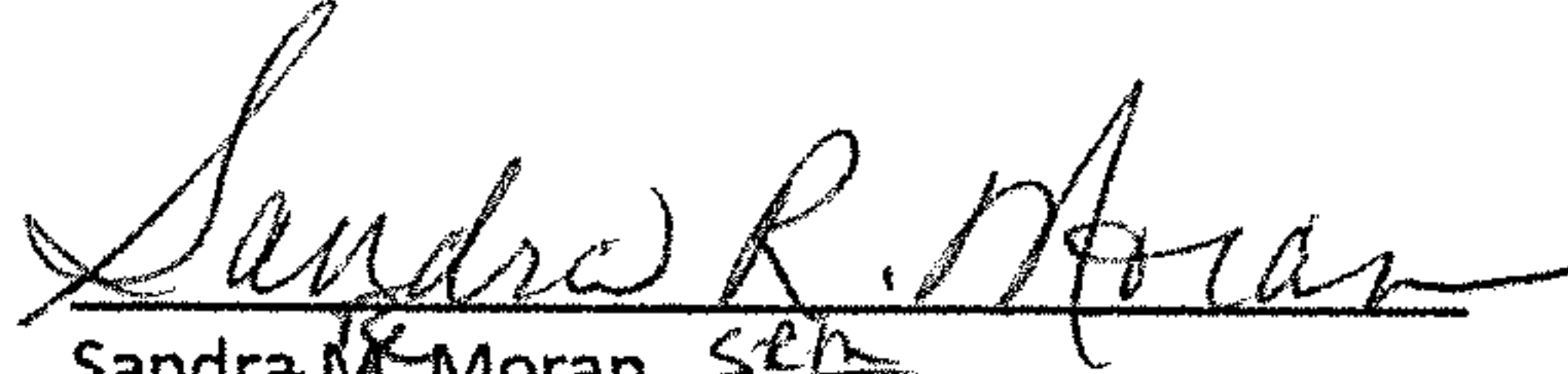

Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

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.

SUBORDINATE LIEN HOLDER
USAA FEDERAL SAVINGS BANK
SUBSERVICED BY NATIONSTAR MORTGAGE LLC

By: 
Omar Basped
Assistant Secretary


Sandra M. Moran *sen*

Eric R. Kitchen

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Texas)
) SS.
COUNTY OF Dallas)

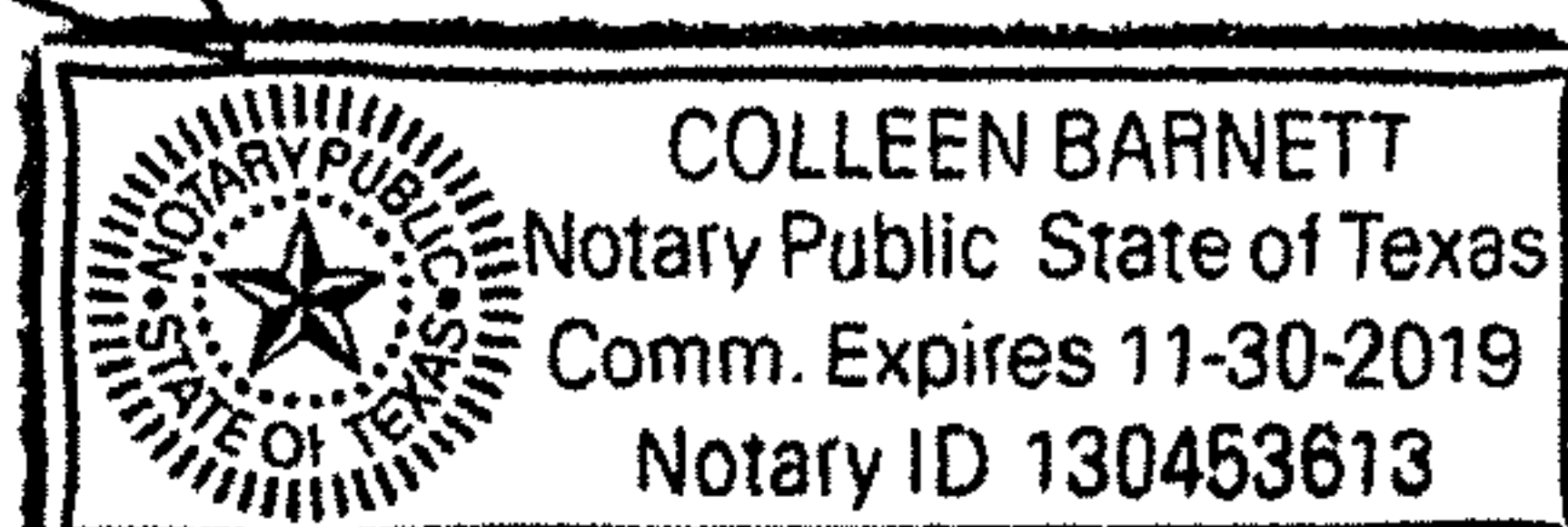
On JUL 27 2018, personally appeared before me Omar Basped; Assistant Secretary of USAA Federal Savings Bank, subserviced by Nationstar Mortgage LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument 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


Colleen Barnett, Notary Public

NOV 30 2019

My appointment expires: _____



State of ~~Alabama~~ MISSOURI ~~AL~~

County of ST. CHARLES

On AUGUST 3, 2018, before me, JAMES B GOULD
(name of notary public)

personally appeared, Sandra R. Moran and Eric R. Kitchen, joining herein as Owner, not as Borrower, wife and husband, 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.

James B. Gould
(Signature of Notary)

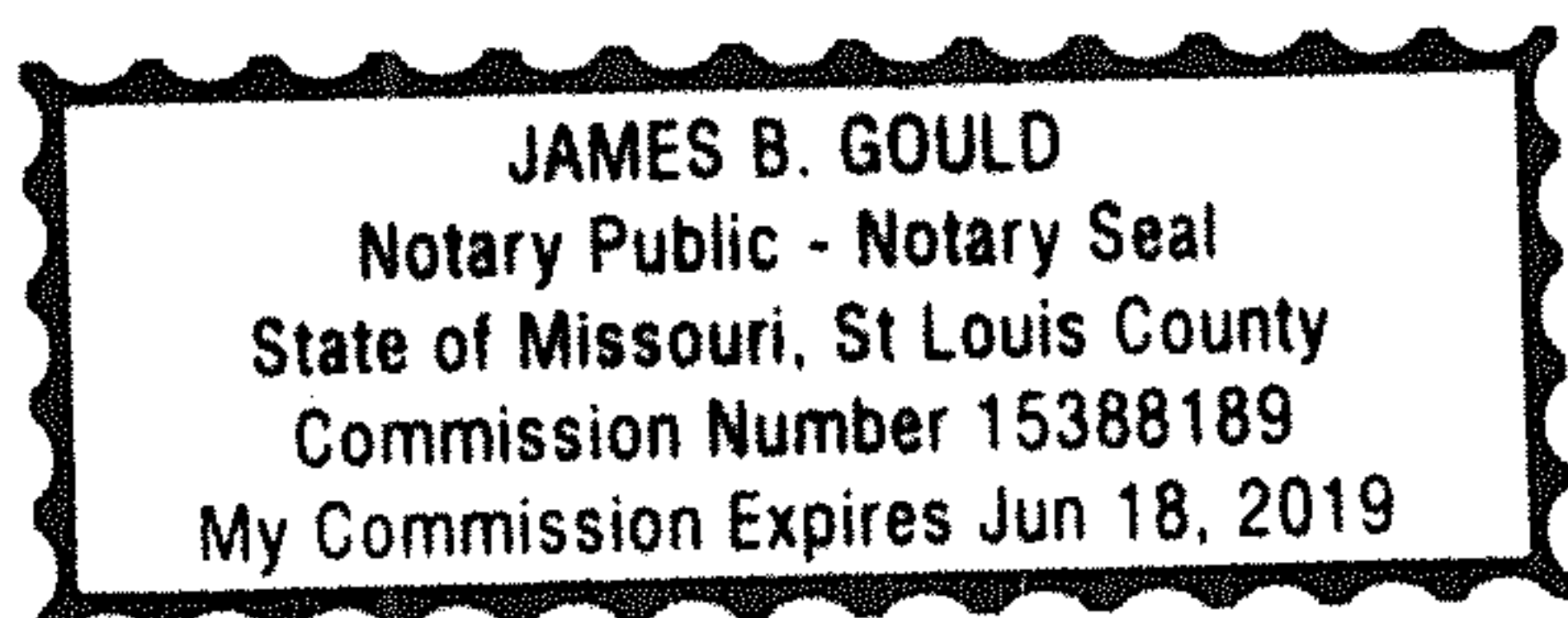
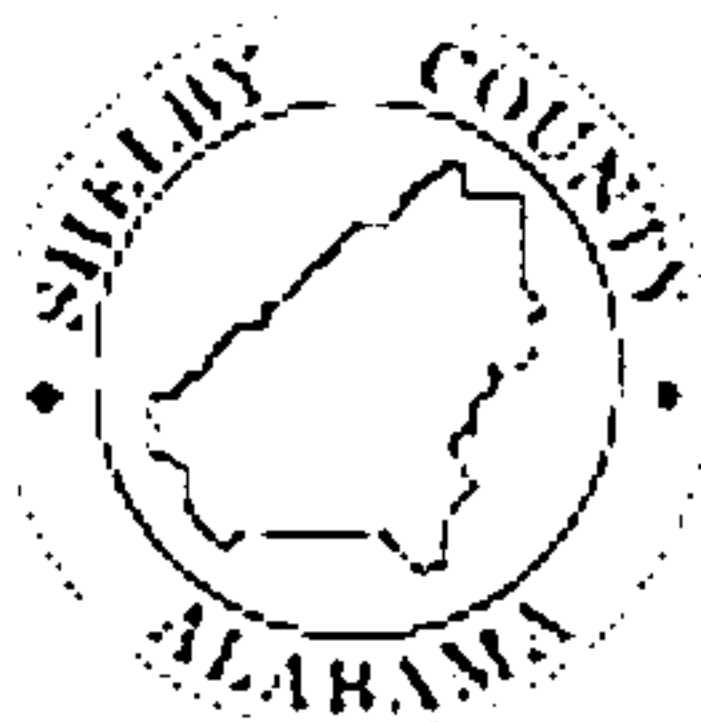


EXHIBIT A

LOT 110, ACCORDING TO THE RECORD MAP OF BUILDERS GROUP ADDITION TO THE GLEN AT
STONEHAVEN PHASE ONE, AS RECORDED IN MAP BOOK 27, PAGE 54, IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
08/08/2018 08:53:34 AM
\$27.00 CHERRY
20180808000281990

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the printed name of the Probate Judge.