

September 3, 2021

20211005000484710
10/05/2021 09:37:42 AM
SUBAGREM 1/5

RE: Subordination of HUD's Partial Claim Mortgage

Mortgagor: Arthur J. Harris and Sabrina W. Harris
FHA Case Number: 011-8680553

Enclosed please find the original, signed, and notarized Subordination of Lien as you requested on behalf of the mortgagor.

You are authorized to use this subordination only if this is correct and you will follow these instructions. If you cannot follow these instructions or if facts are not as originally provided, void this subordination and contact our office for further instructions. Note that HUD's agreement to subordinate is specifically based on the new loan terms as presented by you in your request. If there are any changes to the terms, this subordination is not authorized.

Please be advised that once HUD executes the subordination agreement, none of the documents submitted shall be changed without HUD approval. Moreover, the subordination agreement CANNOT be altered in any fashion by the closing agent or Mortgagee. Only a HUD official may make changes to the subordination agreement. If you or your agent makes any changes to an executed HUD subordination agreement, you will be subject to criminal, civil, or administrative sanctions, as well as required to pay any penalties or loss to the government.

If the original approved subordination is altered in anyway, you and the lender will be referred to the Office of Inspector General for possible sanctions.

This approval is valid for 45 days from the date of this letter. Please provide proof that loan has closed and that the subordination has been sent for recording to subordinations@novadconsulting.com.

You must advise the borrower that without this subordination, or if the subordination is voided by any of the above actions, the Partial Claim will become due and payable once the prior FHA Insured loan is terminated. As such, the borrower will have to remit the funds to HUD within 30 days.

It is your responsibility to provide a copy of the recorded subordination to HUD by providing it to the below address:

**NOVAD MANAGEMENT CONSULTING
Attention: Subordinate Mortgage Department
2401 NW 23rd St., Ste. 1A1
Oklahoma City, OK 73107**

RECORD CONCURRENTLY

Commitment Number: 29099811

This instrument prepared by:

Jay A. Rosenberg, Esq., Rosenberg PLLC, Attorneys At Law, 101 South Reid Street, Suite 307, Sioux Falls, South Dakota 57103 (513) 247-9605 Fax: (866) 611-0170 and Thomas Granville McCroskey, Esq., Member of the Alabama Bar and licensed to practice law in Alabama.

After Recording Return To:

ServiceLink

1355 Cherrington Parkway

Moon Township, PA 15108

SUBORDINATION OF MORTGAGE

This Subordination of Mortgage is Made By **The Secretary of Housing And Urban Development** ("Mortgagee"), under the following circumstances:

A. Mortgagee is the holder of a Mortgage (the "Existing Mortgage") described as follows:

BORROWER: Arthur J. Harris And Sabrina W. Harris

LENDER: The Secretary of Housing And Urban Development

DATE EXECUTED: 08/31/2020

DATE RECORDED: 09/16/2020

RECORDED AT: Shelby County, Alabama, Instrument #20200916000416450

AMOUNT: \$3,727.64

which is a lien on the real estate described below (the "Property").

LOT 448, ACCORDING TO THE SURVEY OF WATERFORD HIGHLANDS - SECTOR 2 - PHASE 1, AS RECORDED IN MAP BOOK 30, PAGE 110, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Property Address: 101 Waterford Highlands Trl, Calera, AL, 35040

B. Lender, **Lakeview Loan Servicing LLC**, will be making a loan secured by a mortgage, in the maximum principal amount of \$152,466.00 (One Hundred Fifty Two Thousand Four Hundred Sixty Six Dollars and Zero Cents), to Arthur J. Harris And Sabrina W. Harris as

Borrower and ("New Mortgage"), which will be a lien on the Property.

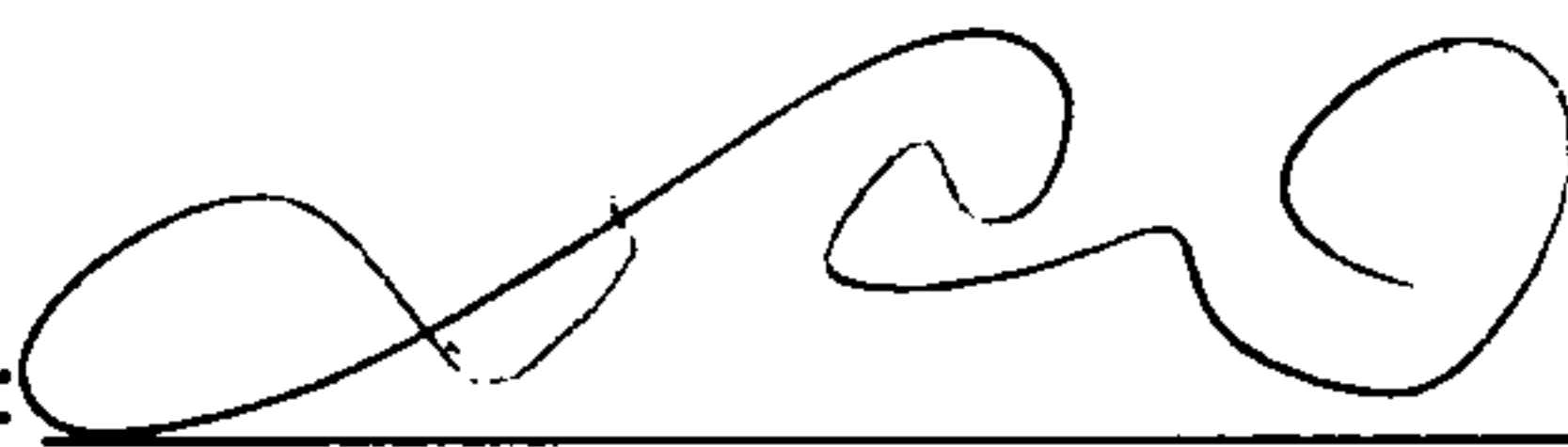
C. As part of the consideration for Lender's agreement to make the loan secured by the New Mortgage, and to induce Lender to make that loan, Mortgagee has agreed to subordinate the lien of the Existing Mortgage to the lien of the New Mortgage, upon the terms and conditions set forth in this Agreement.

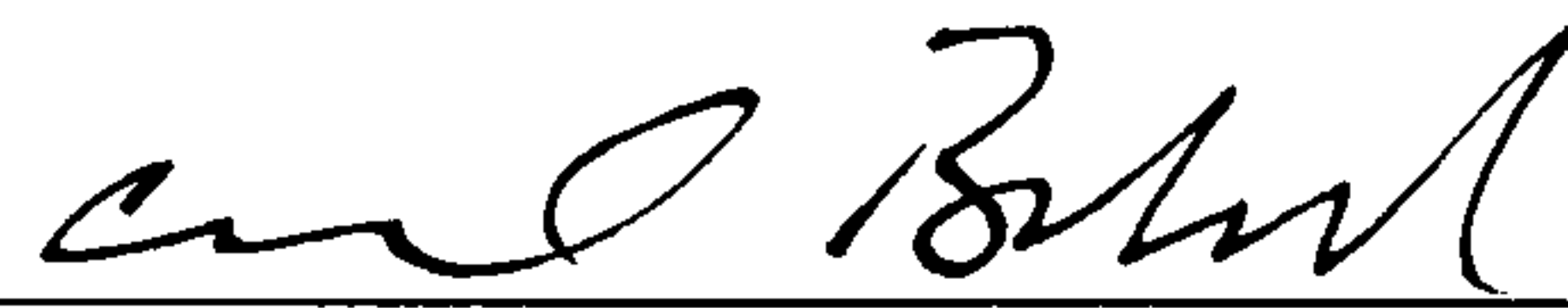
NOW THEREFORE, Mortgagee and Lender agree as follows:

1. Mortgagee hereby subordinates the lien of the Existing Mortgage to the lien of the New Mortgage; however, this subordination shall not otherwise affect the validity or priority of the Existing Mortgage.
2. This Subordination Agreement is made on the understanding that Mortgagee shall not be responsible for any of the obligations of Borrower contained in or secured by the New Mortgage.
3. This Subordination Agreement shall be binding upon and inure to the benefit of Lender and Mortgagee and their respective successors and assigns.

Mortgagor: Arthur J. Harris and Sabrina W. Harris
FHA Case Number: 011-8680553

IN WITNESS WHEREOF, the undersigned, Chad Beleele-Subordinate Mortgage Department/Novad Management Consulting, LLC Attorney-in-Fact for Secretary of Housing & Urban Development, has hereunto set his hand for and on behalf of the Secretary.

Witness: 
Tamara Nicholas

By: 
Chad Beleele
Supervisor-Subordinate Mortgage Department /Novad
Management Consulting, LLC Attorney-in-Fact for
Secretary/Department of Housing and Urban Development


STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

On September 3, 2021, before me, the undersigned Notary Public in and for Oklahoma County, Oklahoma, personally appeared Chad Beleele, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument he is the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

My Commission Expires: 11/09/2024




Notary Public
Commission Number: #: 16010655

Executed this ____ day of _____, 2021

**The Secretary of Housing And Urban
Development**

By: _____

Its: _____

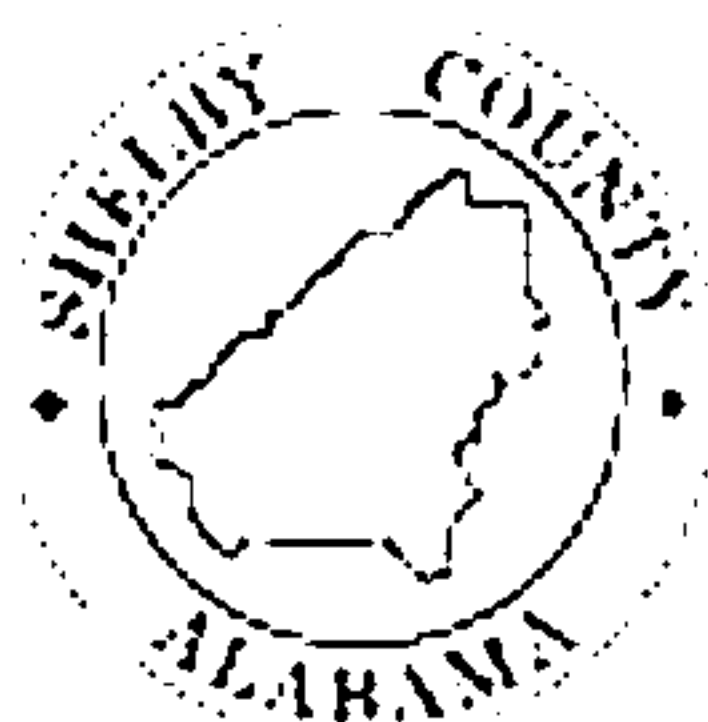
STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that

its _____ on
behalf of Secretary of Housing And Urban Development whose name is signed to the
foregoing instrument, and who is known to me, acknowledged before me on this date that, being
informed of the contents of the instrument, he/she, executed the same voluntarily on the day the
same bears date.

Given under my hand an official seal this _____ day of _____, 2021

Notary Public



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/05/2021 09:37:42 AM
\$35.00 JOANN
20211005000484710

Allen S. Bayl