20100603000176180 1/5 \$23.00 Shelby Cnty Judge of Probate, AL 06/03/2010 02:17:42 PM FILED/CERT

Recording requested by and When recorded return to:
LSI
Custom Recording Solutions
2550 N. Red Hill Ave.
Santa Ana, CA. 92705
800 756 3524 x 5011

Order #8562397

# Subordination Agreement

Tax Parcel Number: N/A

## Recording Requested By/Return To:

Wells Fargo P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900

## This Instrument Prepared by:

Wells Fargo P.O. Box 4149 MAC P6051-019 Portland, OR 97208-4149

1-800-945-3056 BARBARA EDWARDS

Recording requested by: LSI When recorded return to: **Custom Recording Solutions** 

Santa Ana, CA. 92705 8563847 2550 N. Redhill Ave.

800-756-3524 Ext. 5011

## **{Space Above This Line for Recording Data}**

Account Number: XXX-XXX-XXX8982-1998 Reference Number: A0106472006121332222

## SUBORDINATION AGREEMENT LINE OF CREDIT MORTGAGE

Effective Date: 4/2/2010

Owner(s): HAMID R. YADYASAR

ELAHEH YADYASAR

Current Lien Amount: \$27,600.00

Senior Lender: Wells Fargo Bank, N.A.

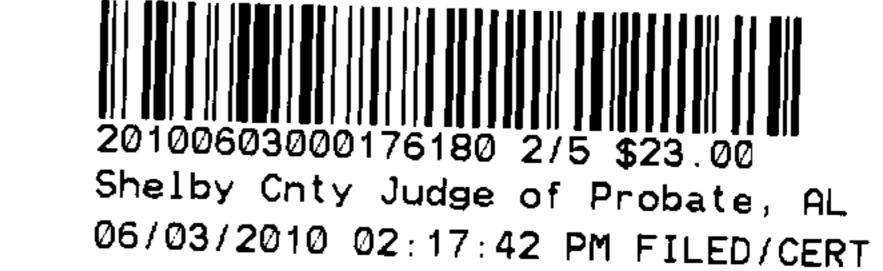
Subordinating Lender: Wells Fargo Bank, N.A.

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

Property Address: 5846 FOREST LAKES CV, STERRETT, AL 35147

SUBORDINATION ONLY AL V1.0 000000000012990

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THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owners and the Senior Lender named above.

HAMID R. YADYASAR MARRIED JOINED BY ELAHEH YADYASAR, UNMARRIED (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a Line Of Credit Mortgage given by the Borrower, covering that real property, more particularly described as follows:

#### See Exhibit A

which document is dated the 17th day of May, 2006, which was filed in Document ID# 20060523000242500 at page N/A (or as No. N/A) of the Records of the Office of the Probate Judge of the County of SHELBY, State of Alabama (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 HAMID R. YADYASAR (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$140,992.00 (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, the Subordination Agreement is VOID.

The Subordinating Lender 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 Lender 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 by New Lender or the trustee(s) 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.

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## 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 LENDER:	
Wells Fargo Bank, W.A.	
	4 /0 /0 0 1 O
By (Signature)	<u>4/2/2010</u> Date
(Signature)	Date
Barbara Edwards	
(Printed Name)	
117 1 Thim - A	
Work Director (Title)	
EAD MATADIZATIAN AE I ENDED DEDGANNEI	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF <u>OREGON</u> )	
) ss.	
COUNTY OF <u>WASHINGTON</u> )	
The foregoing Subordination Agreement was acknowledged before me, a nota	·
administer oaths this <u> </u>	ards, as Work Director of the
administer oaths this <u>four</u> , <u>Zol</u> , by Barbara Edw Subordinating Lender named above, on behalf of said Subordinating Lender p	oursuant to authority granted by its
Board of Directors. S/he is personally known to me or has produced satisfacto	ory proof of his/her identity.
Board of Directors. S/he is personally known to me or has produced satisfactors.  (Notary Public)	
My Commission Expires: 128/701/	
	OFFICIAL SEAL
	HONALD A HOLMGREN
	NOTARY PUBLIC-OREGON COMMISSION NO. 413764
	MY COMMISSION EXPIRES JAN. 28, 2011
<del>-</del> - <del></del>	

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Order ID: 8562397 Loan No.: 0301807814

## **EXHIBIT** A LEGAL DESCRIPTION

The following described property:

Lot 424, according to the Survey of Forest Lakes as recorded in Map Book 34, Page 122 A, B and C in the Probate Office of Shelby County, Alabama.

Assessor's Parcel Number:

095210000001398

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